

# EXHIBIT 42

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
C.A. No. 11 Civ. 0691 (LAK)

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CHEVRON CORPORATION,  
  
Plaintiff,  
  
v.  
  
STEVEN DONZIGER, et al.,  
  
Defendants.

- - - - - X

VOLUME II

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER  
VIDEO DEPOSITION OF MARY K. SULLIVAN  
Friday, September 28, 2018, 1:20 p.m.  
Cornerstone Research  
699 Boylston Street  
Boston, Massachusetts 02116

--- Reporter: Kimberly A. Smith, CRR, CRC, RDR ---  
Realtime Systems Administrator

## 1 APPEARANCES:

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## 18 Also Present:

19  
20 Andres Romero, Chevron Corporation (via telephone)  
21 Mati Kiin, CLVS, Video Operator  
22  
23  
24  
25

## I N D E X

WITNESS: Mary K. Sullivan

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## EXHIBITS FOR IDENTIFICATION:

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Original exhibits retained by reporter to be  
returned to Gibson Dunn

1 THE VIDEO OPERATOR: Good afternoon.  
2 We're now going on the record at 1:20 p.m. on  
3 Friday, September 28, 2018. Please note the  
4 microphones are sensitive and may pick up whispering  
5 and private conversations and/or cellular  
6 interference. Audio and video recording will  
7 continue to take place unless all parties agree to  
8 go off the record.

9 This begins Media Unit 1 of the video  
10 recorded deposition of Mary Katherine Sullivan,  
11 taken by counsel for plaintiff in the matter of  
12 Chevron Corporation, plaintiff vs. Steven Donziger,  
13 defendant. And this matter is filed in the United  
14 States District Court, Southern District of New  
15 York.

16 Our deposition today is being held at  
17 Cornerstone Research, located at 699 Boylston  
18 Street, Fifth Floor, Boston, Massachusetts 02116.

19 My name is Mati Kiin, certified legal  
20 video specialist, representing Veritext New York,  
21 and I'm the videographer. Our court reporter today  
22 is Kimberly Smith, also representing Veritext.

23 Counsel and all present in the room and  
24 everyone attending remotely will now please state  
25 their appearances and affiliations for the record.

1           If there are no objections to the  
2     proceeding, please -- if there are any objections to  
3     the proceeding, state them at the time of your  
4     appearance, beginning with the noticing attorney.

5           MS. CHAMPION: Anne Champion from Gibson  
6     Dunn for Chevron Corporation.

7           MR. BLUME: Rob Blume from Gibson Dunn  
8     on behalf of Chevron Corporation.

9           MR. RANKIN: Charles Rankin from --

10          MR. ROMERO: Andres Romero for Chevron  
11     Corporation.

12          MS. CHAMPION: And then can we get the  
13     Stern Kilcullen folks next, please. Sorry.

14          MR. STERN: Yes. Herbert J. Stern,  
15     Stern Kilcullen & Rufolo, for Chevron.

16          MR. SILVERSTEIN: Joel Silverstein,  
17     Stern Kilcullen & Rufolo, also for Chevron.

18          MR. DINGER: Michael Dinger, Stern  
19     Kilcullen & Rufolo, for Chevron.

20          MR. RANKIN: Charles --

21          MR. ROMERO: Let me spell my name so  
22     that you capture it correctly. A-n-d-r-e-s. R --  
23     that's the last name, Romero. R-o-m-e-r-o. For  
24     Chevron Corporation.

25          THE VIDEO OPERATOR: Thank you.

1 MR. RANKIN: Charles Rankin for  
2 Ms. Sullivan, the witness.

3 THE VIDEO OPERATOR: Is that everyone?

4 MS. CHAMPION: Mr. Donziger?

5 MR. DONZIGER: Steven Donziger for  
6 myself. And I wanted to state an objection.

7 MR. BLUME: Go ahead. Go ahead.

8 MR. DONZIGER: Yes. I object to this  
9 deposition proceeding under the circumstances. I  
10 adopt the content of an email I sent within the last  
11 hour to Ms. Champion, Mr. Blume, and Ms. Neuman,  
12 stating that I have been ambushed by a very long  
13 declaration sent to me -- I don't know -- around  
14 noon today when the deposition was supposed to start  
15 at 10:00 a.m.

16 I had been told by Ms. Champion that the  
17 deposition would take a half a day, which I allotted,  
18 which I assume would mean to approximately 1:00,  
19 maybe maximum 2:00 o'clock.

20 I have a scheduling conflict as a  
21 result, and I cannot proceed in the proper fashion,  
22 given the lateness of the submission and the  
23 lateness of the start time today.

24 So I object to proceeding today. I  
25 would ask the parties to reschedule this deposition

1 for next week or the week after. I'm generally  
2 flexible.

3 If that does not happen, if the parties  
4 cannot agree, I will proceed -- I can only proceed  
5 for a short period of time, 30, perhaps 60 minutes  
6 at this time.

7 But I will reserve the right, if the  
8 parties will not agree to reschedule this  
9 deposition, to seek another deposition of  
10 Ms. Sullivan where I will have sufficient time to  
11 ask the questions I need to ask over this extensive  
12 and fact-intensive, you know, 23-page affidavit that  
13 was just sprung on me.

14 So I would like a response from  
15 Chevron's attorneys as to whether they would agree  
16 to put off this deposition until next week or the  
17 week after on a day convenient to all parties.

18 MS. CHAMPION: Mr. Donziger, we will be  
19 proceeding with the deposition now. You know, when  
20 I said a half day, that was my estimate of how long  
21 it might take for Chevron to do its own direct.  
22 Of course, how long you take on cross is up to you.

23 We will not be rescheduling this  
24 deposition. We will do our direct examination of  
25 Ms. Sullivan. And frankly, I think 60 minutes is

1       probably plenty of time. So why don't we proceed  
2       and, you know, get this done.

3               MR. DONZIGER: Excuse me. I maintain my  
4       objection, and it's not for you to say 60 minutes is  
5       plenty of time for me. Because it is not. Not on a  
6       23-page affidavit. So that's not appropriate and  
7       it's not something I agree with. I have 60 minutes.  
8       It is not enough time, not nearly enough time. I  
9       will use it to the best of my ability, given the  
10      limited time. But I maintain my objection.

11             MS. CHAMPION: Mr. Donziger, this is no  
12      different than if we had sat here and done that  
13      testimony live. You would have had to respond to it  
14      immediately. So we disagree with your contentions,  
15      and we will be proceeding with the deposition.

16             MR. DONZIGER: It is different in a  
17      number of respects. One is it's obvious you have  
18      been doing -- preparing with Ms. Sullivan or her  
19      counsel for several weeks to fashion this testimony  
20      without informing me.

21             I've been ambushed because you never  
22      indicated you'd be submitting her direct testimony  
23      via affidavit form. So it's not the same at all.

24             So I object to what you just said.  
25      Obviously we can agree to disagree. Please

1 proceed -- please go ahead and proceed if that's  
2 your choice.

3 THE VIDEO OPERATOR: Would the court  
4 reporter please swear in the witness.

5 MARY K. SULLIVAN,  
6 having been previously satisfactorily  
7 identified by the production of her driver's  
8 license, and duly sworn by the court reporter,  
9 was further deposed and testified as follows:

10 DIRECT EXAMINATION

11 BY MS. CHAMPION:

12 Q. Good afternoon, Ms. Sullivan. You  
13 understand that you're under oath?

14 A. Yes.

15 Q. And is there any reason that you can't  
16 provide truthful testimony today?

17 A. No.

18 Q. And that you're here to provide testimony  
19 for yourself personally and also on behalf of  
20 Streamline Family Office?

21 A. Correct.

22 Q. Are you on any medication that would affect  
23 your ability to testify truthfully today?

24 A. None.

25 Q. You're not suffering from any illness that



1 would affect your ability to testify truthfully  
2 today?

3 A. None.

4 Q. Make sure you give oral answers because the  
5 court reporter can only take down oral answers.

6 A. Okay.

7 Q. Did you sign a declaration in this matter?

8 A. I did.

9 Q. When did you sign that declaration?

10 A. Today, about 11:30-ish.

11 Q. Is this a copy of that declaration?

12 MS. CHAMPION: For the record, I've  
13 handed Ms. Sullivan a copy of her declaration with  
14 the original signature page, as well as copies of  
15 all the attached exhibits.

16 THE WITNESS: Yes, it is.

17 MS. CHAMPION: Can you please mark that,  
18 court reporter, as Exhibit 33.

19 (Sullivan Exhibit 33 was marked  
20 for identification.)

21 BY MS. CHAMPION:

22 Q. So, Ms. Sullivan, is that your signature on  
23 page 23 of the declaration?

24 A. Yes.

25 Q. And is that -- Exhibit 33 a true and

1 correct copy of your declaration?

2 A. It is.

3 Q. And was everything in that declaration true  
4 and correct when you signed it?

5 A. Yes.

6 Q. And sitting here today a couple of hours  
7 later, is everything in the declaration still true  
8 and correct?

9 A. Yes.

10 MS. CHAMPION: I don't have any further  
11 questions for the witness right now. We reserve the  
12 right to question her on redirect.

13 BY MS. CHAMPION:

14 Q. Let me ask one more question, just so the  
15 record is clear. Do you adopt the testimony in that  
16 declaration as your direct testimony in this  
17 deposition today?

18 A. Yes.

19 MS. CHAMPION: Thank you.

20 Mr. Donziger?

21 MR. DONZIGER: Thank you.

22 CROSS-EXAMINATION

23 BY MR. DONZIGER:

24 Q. Ms. Sullivan, I am -- can I call you Katie,  
25 by the way?

1           A.    Sure.

2           Q.    I am obviously speaking to you by telephone,  
3           and I know that's a bit awkward.  So if there's  
4           anything that I ask that you don't understand for  
5           whatever reason, you don't understand my question,  
6           please stop me and ask for clarification.

7                        Do you understand that?

8           A.    Yes.

9           Q.    When did you first -- Well, let me ask you  
10          a general question.  How did this affidavit come  
11          about?

12          A.    It came about -- I don't know -- two weeks  
13          ago.  I sat in my attorney's office with Gibson  
14          Dunn, with Annie and Rob, and there was one other  
15          gentleman.  And we had a discussion.  And an  
16          affidavit was prepared and I edited it.

17          Q.    What day did that meeting take place?

18          A.    I don't recall.  I'd have to look it up.

19          Q.    It was approximately two weeks ago from  
20          today, in your estimation?

21          A.    I can move and go look.

22          Q.    I don't need an exact date.  Was it in the  
23          month of September of 2018?

24          A.    Yes.  It was in the month of September.

25          Q.    Approximately two weeks ago?

1 MS. CHAMPION: What was it?

2 MR. BLUME: This is Rob Blume. Just to  
3 move this along, it was 18 September, which is a  
4 week -- last -- two weeks ago Tuesday. So 10 days  
5 ago.

6 BY MR. DONZIGER:

7 Q. Okay. And when you say your lawyer, I  
8 know -- is Mr. -- you're with a -- your lawyer today  
9 is a Mr. Charles Rankin?

10 A. Correct.

11 Q. And is he your only counsel present with  
12 you today?

13 A. Correct.

14 Q. And does he work in Mr. Libby's firm?  
15 Is he a partner or a lawyer in Mr. Libby's firm?

16 A. No.

17 Q. Is Mr. Libby still -- Oh, at one point in  
18 time you hired Mr. Libby to be your counsel, correct?

19 A. Correct.

20 Q. Is he still your counsel?

21 A. No.

22 Q. And when did he cease being your counsel?

23 MS. CHAMPION: Object as outside the  
24 scope.

25 MR. BLUME: Yes. It is outside the

1 scope and it is likely asking for work product  
2 and/or privilege.

3 MR. DONZIGER: Well, it's not work  
4 product, is it? I'm asking when she ceased having  
5 one counsel and hired another.

6 MS. CHAMPION: Well, we'll let her  
7 counsel instruct her whether or not --

8 MR. RANKIN: You can answer.

9 MS. CHAMPION: We don't know, to be  
10 honest, so . . .

11 MR. DONZIGER: I'm not asking you --

12 THE WITNESS: From my recollection, I  
13 think it was September 6. But that would have to be  
14 verified.

15 BY MR. DONZIGER:

16 Q. Bear with me one second. In the meeting of  
17 September 18 when you met with Chevron's counsel,  
18 you mentioned that Annie was there and Rob was  
19 there. Is that Anne Champion when you say "Annie"?

20 A. Yes.

21 Q. And "Rob" is Rob Blume?

22 A. Correct.

23 Q. And you said there was another gentleman  
24 there. Who was the other gentleman?

25 A. I can't remember his name. It was -- but

1 he was from Gibson Dunn.

2 Q. Do you remember what he looked like?

3 A. Yes. If I saw him -- he had an accent. If  
4 I saw him, I'd recognize him. But I don't remember  
5 his name. He told me it was a nickname because his  
6 name was hard to pronounce.

7 Q. Approximately how old was this third person  
8 from Gibson Dunn?

9 A. 33 to 35 would be my best guess.

10 MS. CHAMPION: Just for the record,  
11 Mr. Donziger, it was Delyan Dimitrov who's an  
12 associate at Gibson Dunn.

13 MR. DONZIGER: Thank you.

14 BY MR. DONZIGER:

15 Q. So what time did the meeting of September 18  
16 start?

17 A. 10:00 o'clock -- on or about -- on or about  
18 10:00 -- between 10:00 and 11:00. I don't remember  
19 exactly. But it was between 10:00 and 11:00.

20 Q. And do you remember how long it lasted  
21 approximately?

22 A. Until about 3:00.

23 Q. Did the meeting continue through lunch?

24 A. We did not take a lunch.

25 Q. Who wrote the first draft of this affidavit?

1           A. It was delivered to me through my attorney,  
2           so I'm not sure. But I think it came from Gibson  
3           Dunn, who was taking notes during our conversation.

4           Q. How many pages was the first draft of the  
5           affidavit that you saw?

6           A. 20 or 21.

7           Q. You saw the copy of that draft?

8           A. Yes.

9           Q. I don't know, given -- I'm sorry. This is  
10          just for the record since I'm in a remote location.  
11          I request a copy of that draft. And I would ask  
12          Mr. Rankin to communicate with me post this on-the-  
13          record deposition to figure out how we can make that  
14          happen.

15                   MR. RANKIN: What is your request?

16          A copy of the first --

17                   MR. DONZIGER: That I be given a copy of  
18          the first -- or the draft -- the -- the draft that  
19          Ms. Sullivan believes is the first draft that she  
20          saw of the deposition -- I mean, of the -- sorry --  
21          the affidavit.

22                   MR. RANKIN: I'll consider that.

23          BY MR. DONZIGER:

24           Q. What time of day -- Or let me back up.

25                   Was it during the meeting on September 18

1       that you were given a copy of what you describe as  
2       the first draft of your affidavit?

3           A.   No.

4           Q.   When did you see the first draft of your  
5       affidavit?  What date, if you remember?

6           A.   I think it was Wednesday, two days ago.  Or  
7       it could have been late Tuesday.  But either late  
8       Tuesday or sometime on Wednesday.

9           Q.   Was it your understanding that -- Well,  
10      back up.  During the September 18 meeting, were you  
11      asked questions by the Chevron lawyers?

12          A.   Yes.

13          Q.   And so they interviewed you that day?

14          A.   We -- yes.  We had a discussion.

15          Q.   Well, the discussion consisted largely of  
16      the Chevron lawyers asking you questions and you  
17      answering?

18          A.   I would say no, it wasn't a -- it wasn't a  
19      conversation of firing questions at me.  There were  
20      questions, but it wasn't a full Q&A.  I would call  
21      it more of a conversation directed by questions.

22          Q.   Was it pretty much -- was that discussion  
23      or questions and conversations pretty much continuous  
24      from the time you began meeting with them until the  
25      time the meeting ended?



1 A. Yes.

2 Q. Prior to that date, which Mr. Blume says  
3 was September 18, had you met with any Chevron  
4 lawyers or Chevron counsel at Gibson Dunn or any  
5 other law firm?

6 A. No. Other than the deposition.

7 Q. If you know, did your counsel prior to  
8 Mr. Rankin meet with any Chevron lawyers from Gibson  
9 Dunn or any other law firm with regard to this  
10 matter?

11 MR. RANKIN: Well, I'm going to instruct  
12 her not to answer that to the extent that it calls  
13 for information she obtained from her former lawyer.

14 MR. DONZIGER: Am I supposed to come  
15 back at you, or is she going to answer the question?

16 MR. RANKIN: No, I think the only way  
17 that she would know the answer to that question  
18 would be from information she obtained from her  
19 lawyer. So why don't you put a different question.

20 MR. DONZIGER: Well, I mean -- well, I  
21 don't want to get hung up on this. We might just  
22 disagree. But I don't think all information  
23 obtained from lawyers is privileged and, you know,  
24 I'm not asking for the contents of substantive  
25 conversations. I'm asking whether there was a

1 meeting between her lawyer and Chevron's lawyers.  
2 And I don't think that's privileged.

3 MR. RANKIN: Well, I'm going to instruct  
4 her not to answer.

5 BY MR. DONZIGER:

6 Q. Ms. Sullivan -- Katie -- when you received  
7 the draft of the affidavit, did you receive it from  
8 your lawyer?

9 A. Yes.

10 Q. Mr. Rankin?

11 A. Yes.

12 Q. And when you received it from Mr. Rankin,  
13 were you with him physically?

14 A. No.

15 Q. He sent it to you, I assume, via email?

16 A. Correct.

17 Q. And when you got it, did you read it?

18 A. I was not at a place where I could read it.  
19 But as soon as I got to my office, I read it.

20 Q. And once you got the first draft of the  
21 affidavit, did you edit it and suggest changes?

22 A. Yes.

23 Q. Did you do it via Track or how did you make  
24 the edits?

25 A. I made them through Word with Tracking.

1 Q. And how many edits/Track Changes did you  
2 put in the first draft of the document?

3 A. I would say I made a significant amount of  
4 changes.

5 Q. Approximately how many? Was it more than  
6 10?

7 A. It was more than 10.

8 Q. Was it more than 20?

9 A. I would say --

10 Q. Approximately, I mean.

11 A. Yes. Spelling errors, some typos, language  
12 that I wanted to be my own words. Yes, I would say  
13 it was probably more than 20. I spent a long time  
14 reviewing it.

15 Q. Did you -- As part of your Track Changes,  
16 did you recommend or edit the deletion of any  
17 complete sentences?

18 A. Say that again, please.

19 Q. As part of your suggested edits, did you  
20 edit out any sentences?

21 A. Yes.

22 Q. Approximately how many sentences did you  
23 edit out?

24 A. I don't -- anywhere between six, seven,  
25 eight full sentences, I would guess.

1 Q. Did you edit out any complete paragraphs?

2 A. Yes.

3 Q. Can you tell me how many complete paragraphs  
4 you edited out, if you remember?

5 A. I would say two, if I was looking at them  
6 from a numbered -- being numbered, I probably edited  
7 two of them out.

8 Q. And why did you edit out -- Let's just  
9 break it down. There were two paragraphs, based on  
10 your recollection, edited out. For the first one,  
11 why did you edit it out?

12 A. I don't recall specifically, but it would  
13 be because it's something that I wouldn't say, would  
14 be my reason for editing it out.

15 Q. And you wouldn't say because why? Was it  
16 inaccurate in your estimation?

17 A. You could characterize it that way.  
18 Because if I wouldn't say it, I would call it  
19 inaccurate.

20 Q. Do you remember the content of the first  
21 paragraph that you edited out?

22 A. No. Not -- no. Not specifically.

23 Q. Do you remember like the subject matter,  
24 even anything general about it, of that paragraph,  
25 the first paragraph that you edited out?

1           A. It was related -- I know it was related to  
2           RICO. And there was some reference to injunction.  
3           Like I wouldn't use a word "injunction." I wouldn't  
4           -- yes. So it was related to that.

5           Q. And when you read it, it struck you as  
6           inaccurate?

7           A. That paragraph?

8           Q. Yes, the first paragraph that you edited  
9           out.

10          A. When I first -- Can you clarify that,  
11          please.

12          Q. Let me try to come at it another way. In  
13          reference -- with regard to the first paragraph that  
14          you edited out, what was the nature of your concern  
15          about that paragraph?

16          A. My concern and my number one concern was to  
17          make sure that this -- what was written would be my  
18          own words and my own voice.

19          Q. Are all the words in this affidavit that  
20          you signed at 11:30 this morning, in your opinion,  
21          your own words?

22          A. I believe them to be true.

23          Q. Well, that wasn't my question. My question  
24          is, are all the words in the affidavit that you  
25          signed this morning at 11:30, in your view, your own

1 words?

2 A. Yes.

3 Q. With regard to the second paragraph that  
4 you edited out, do you recall the subject matter of  
5 that paragraph?

6 A. Not in particular. No.

7 Q. Do you have some sort of general  
8 recollection of what the topic of that paragraph  
9 that you edited out was?

10 A. Honestly I can't remember at this point.  
11 It's -- having read through it so many times in the  
12 past two days, it's honestly a bit of a blur.

13 Q. Well, let's talk about the past two days  
14 then. Once you sent in your Track Changes, who did  
15 you send them to?

16 A. My attorney.

17 Q. And do you remember when those were sent?

18 A. I believe sometime Wednesday evening.

19 Q. Wednesday evening after --

20 A. No. I'm sorry. It would be this past  
21 Wednesday at about 2:30.

22 Q. That would be September 26, 2018, around  
23 2:30 p.m.?

24 A. Yes, when I sent them to my attorney.

25 Q. Now, did there come a point in time after

1       you sent in the Track Changes that you got another  
2       revised draft of the affidavit?

3           A.   Yes.

4           Q.   When was that?

5           A.   That would have been yesterday and that  
6       would have been -- when I looked at it, when I was  
7       able to access my email -- would have been  
8       sometime -- probably sometime after 5:00. I can't  
9       recall when --

10          Q.   Yesterday being -- Sorry. Go ahead and  
11       finish.

12          A.   I can't recall when it came into my email.  
13       But I looked at it sometime after 5:00.

14          Q.   That would be after 5:00 p.m. yesterday,  
15       which would be September 27, 2018?

16          A.   Correct.

17          Q.   Now, when you got that document back --  
18       I assume it came from your attorney?

19          A.   Yes.

20          Q.   And so just for ease of reference, why  
21       don't we call that the second draft. When you  
22       received the second draft of your affidavit, did  
23       you -- and after you read it, did you -- were all  
24       the changes you had recommended adopted?

25          A.   No.

1 Q. What changes that you recommend -- what  
2 changes recommended by you were not adopted when  
3 you -- upon reading the second draft?

4 A. I don't -- I don't recall specifically.

5 Q. How many changes that you suggested were  
6 not adopted when you -- upon reading the second  
7 draft?

8 A. I would say that a majority of them were  
9 adopted. And then there were some additional  
10 changes that I had to review and made edits to those  
11 as well.

12 Q. So in the second draft that you got, you  
13 know, not only were you -- not only were your  
14 suggested edits either adopted or not adopted, but  
15 you found that there was additional language  
16 inserted into the affidavit that you had not seen  
17 before?

18 A. There was some. Not a lot, but there was  
19 some.

20 Q. And do you know who put that language in?

21 A. I have no idea.

22 Q. Did you assume it was the Chevron lawyers?

23 A. I assumed they were preparing the draft  
24 based on our conversation.

25 Q. Well, you know they prepared the draft,



1 right?

2 A. Yes. Coming through my attorney, yes.

3 But I don't know who was doing it.

4 Q. So it's fair to say that you didn't write  
5 the affidavit that you signed today, correct?

6 A. I did not -- I did not draft it, that is  
7 correct.

8 Q. It is fair to say that the affidavit was  
9 drafted by Chevron's lawyers, correct?

10 A. Correct. The first draft, correct.

11 Q. Well, the first draft became the second  
12 draft, correct?

13 A. Yes. That was -- that is correct.

14 Q. So there's no other affidavit that wasn't  
15 drafted by Chevron's lawyers, correct?

16 A. Correct.

17 Q. After you got the second affidavit -- or  
18 the second draft -- I'm sorry -- of your affidavit,  
19 you made additional suggested changes in Track?

20 A. Last night I did, yes.

21 Q. And how long did that take you?

22 A. Oh. I had to start and stop because of my  
23 life. But I would say it probably took me an hour  
24 and a half, two hours.

25 Q. And then when you were done, what did you

1 do with your changes?

2 A. I sent them to my attorney.

3 Q. That was last night?

4 A. Yes.

5 Q. Now, with regard again to the second draft,  
6 were there -- was there language when you received  
7 the second draft that you noticed you had wanted  
8 deleted that was still in there?

9 A. I can't say with 100 percent certainty, but  
10 I believe that everything that I wanted -- Can you  
11 just say that again? Everything that I wanted  
12 deleted?

13 Q. Go ahead. If you want to answer, or would  
14 you rather me rephrase the question?

15 A. Well, just ask it again, please.

16 Q. Okay. So my question is, you know, you had  
17 testified that with the first draft, you had  
18 suggested several changes in Track. My question is,  
19 when you -- after you sent those in and you got the  
20 second draft of your affidavit back, was there --  
21 were there words that you had suggested be deleted  
22 in your edits still in there; that is, they had not  
23 been deleted?

24 A. I would say that a majority of all the  
25 things that I would have wanted deleted were still

1 deleted.

2 Q. But not everything?

3 A. I can't say 100 percent that not everything.  
4 But I would -- majority.

5 Q. Majority being a little over half or most  
6 all?

7 A. Most all.

8 Q. But not everything?

9 A. Not 100 percent.

10 Q. Now, did you -- did you accept Chevron's  
11 refusal to accept all of the changes?

12 A. I don't know what you mean by, did I  
13 accept. Like in the Tracked Changes I hit "accept"  
14 or -- what do you mean by "accept"?

15 Q. Well, what I mean is, you know, when you  
16 got the second draft, not all of the changes you had  
17 suggested to the first draft were made. That's what  
18 I understand your testimony to be.

19 My question is, did you accept that some  
20 of your suggested changes were not made?

21 Let me -- let me rephrase that.

22 A. Yes. That I . . .

23 Q. Let me rephrase that. I'm sorry.

24 Why did you accept when some of your  
25 initial suggested changes were not made?

1 MS. CHAMPION: Objection, lacks  
2 foundation.

3 MR. RANKIN: You can go ahead and answer  
4 it.

5 THE WITNESS: It's confusing. The  
6 question is confusing to me.

7 BY MR. DONZIGER:

8 Q. So let me try again. I'm a lawyer who  
9 works largely on my own with no support, so I didn't  
10 have a chance to prepare for this deposition  
11 properly, given that I just got your affidavit  
12 around noon today. So just bear with me, please.

13 My question is this. Why did you accept  
14 the fact, which you've testified to, that not all of  
15 your suggested changes were made when you received  
16 the second draft of your affidavit?

17 MS. CHAMPION: Objection, lacks  
18 foundation, misstates the witness's testimony.

19 THE WITNESS: For me to answer that,  
20 I would have to look at the changes and what was  
21 accepted and what wasn't accepted. And I don't have  
22 access to that.

23 BY MR. DONZIGER:

24 Q. Okay --

25 MS. CHAMPION: Mr. Donziger, the witness

1 has testified that everything in the declaration is  
2 true and correct and that she adopted it as her  
3 testimony today. So would you like to cross her on  
4 the substance of that testimony?

5 MR. DONZIGER: I'll get to that in due  
6 course, Anne. I mean, I appreciate if you'd give me  
7 a little leeway since you guys have obviously been  
8 working with her for a number of days without  
9 telling me.

10 And I've been questioning her for --  
11 I don't know -- a half hour. I want to keep  
12 questioning her because how this affidavit was put  
13 together is highly relevant to its credibility.  
14 So I'm going to proceed with my line of questions.  
15 Thank you.

16 BY MR. DONZIGER:

17 Q. So, Ms. Sullivan -- Katie -- you testified  
18 that you sent changes to the second draft of your  
19 affidavit to your attorney last night, correct?

20 A. Correct.

21 Q. Did there come a point in time where you  
22 saw another draft of your affidavit subsequent to  
23 that?

24 A. It was reviewed this morning when I arrived  
25 in person.

1 Q. Approximately what time did you arrive --  
2 I'm sorry. When you say "arrived," do you mean at  
3 the place you're at right now?

4 A. Yes.

5 Q. I'm sorry. Just clarify. Are you at a law  
6 office?

7 A. No. I'm at Cornerstone Research, a  
8 litigation research firm. Because I asked when I  
9 arrived, where was I.

10 Q. That's in downtown Boston?

11 A. Yes, on Boylston Street.

12 Q. What is Cornerstone Research, if you know?

13 A. They told me they do litigation research.

14 MR. DONZIGER: I assume, Anne, that's a  
15 room that you-all rented for the purpose of this  
16 deposition?

17 MS. CHAMPION: That's correct,  
18 Mr. Donziger. We borrowed it since we don't have a  
19 Boston office.

20 MR. DONZIGER: Okay. Thank you.

21 BY MR. DONZIGER:

22 Q. I'm sorry. Did you say you arrived around  
23 9:00 a.m. this morning?

24 A. I arrived at 9:00 a.m., but I found who I  
25 needed to find around 9:20. I was sitting in the

1 lobby for 20 minutes.

2 Q. And then at some point, you received a copy  
3 of another draft of your -- what became your  
4 affidavit?

5 A. Yes, with my attorney.

6 Q. Approximately what time did you receive  
7 that draft of the affidavit?

8 A. I don't know. 9:35? Maybe 15 minutes  
9 after -- 10-15 minutes after I arrived in the room.

10 Q. So for ease of reference, I'm going to call  
11 that the third draft of the affidavit. And I assume  
12 when you got a copy of it, you read it?

13 A. Yes.

14 Q. With your attorney present?

15 A. Yes.

16 Q. Upon reading the third draft of your -- of  
17 what became your affidavit, did you suggest any  
18 additional changes?

19 A. Yes.

20 Q. Approximately -- Can you tell me how many,  
21 if you remember?

22 A. I don't know. Maybe five, six.

23 Q. Did you suggest any deletions of sentences  
24 on the third draft of the affidavit?

25 A. Honestly I don't remember. I think there

1       were some phrases, but I'm not certain if there were  
2       full sentences.

3           Q.   And did you make those suggested edits in  
4       Track Changes or through some other way?

5           A.   I would have used my pen, because I had a  
6       hard copy.   And they were changed based on my  
7       recommendations and verification with my attorney.

8           Q.   When you say "would have used your pen,"  
9       you did use your pen?

10          A.   I did.   Yes.   I had my pen and a piece of  
11       paper that I was marking up.

12          Q.   And when you made those edits to the third  
13       draft of what became your affidavit, what did you do  
14       with the edits at that point?   Who did you give them  
15       to?

16          A.   I shared them with Anne and Rob.

17          Q.   Were they present when you were making  
18       edits to the third draft of what became your  
19       affidavit?

20          A.   Yes.

21          Q.   Was the third gentleman there as well, I  
22       think Anne identified him as Dimitry [sic]?

23          A.   No.

24          Q.   Did you have any discussions with the  
25       Gibson Dunn lawyers, Anne, Rob, whoever else might



1 have been there as you were making your suggested  
2 changes?

3 A. I mean, I just -- I wanted to make sure  
4 that they would -- it would be my words and my  
5 voice. That was my -- as I said, my number one  
6 concern, and priority.

7 Q. Did you have any discussions with Anne or  
8 Rob during the time you were making the changes?

9 A. I mean, we -- we spoke about, you know,  
10 this is -- I want, you know, this changed or --  
11 I mean, so that was a discussion.

12 Q. Did either Anne or Rob, as you were having  
13 these discussions, push back against any changes you  
14 wanted to make?

15 A. No. I mean, there was -- No, I didn't --  
16 I would say no.

17 Q. So did the changes you suggested this  
18 morning to the third draft of what became your  
19 affidavit get implemented?

20 A. Yes.

21 Q. And did -- so there came a time that they  
22 were implemented and you were given a revised draft  
23 of the affidavit you initially saw around 9:30 this  
24 morning, correct?

25 A. Correct.

1 Q. About what time did you get that draft?

2 A. I don't -- 11:00. I didn't have a watch.

3 My reference point is when I --

4 Q. Approximately --

5 A. -- approximately 11:30, 11:45. That's my  
6 guess.

7 Q. Are you finished?

8 A. Yes. I said that was my guess.

9 Q. Just for ease --

10 A. I didn't have a clock with me.

11 Q. Just for ease of reference, let's call that  
12 the fourth draft of what became your affidavit.  
13 When you got that draft, you obviously read it,  
14 correct?

15 A. Correct.

16 Q. Did you have any further changes to that  
17 draft?

18 A. Oh, God. I would say maybe one or two.  
19 I -- one or two that were minor. As you look at a  
20 document over and over, you can always find, you  
21 know, something to modify. So maybe there were one  
22 or two minor changes.

23 Q. And then when you made those changes, you  
24 gave them to who?

25 A. To Anne and Rob.

1 Q. Did you see them put them in -- make those  
2 changes on a computer in front of you?

3 A. Either on a computer or there was a phone  
4 call and someone was modifying the document.

5 Q. Was there a phone call between either Anne  
6 and Rob and someone else while this document was  
7 being modified?

8 A. Yes.

9 (Exit Mr. Blume.)

10 BY MR. DONZIGER:

11 Q. And do you know who that person was?

12 A. I assume it was an associate who had access  
13 to the document. I don't know who it was.

14 Q. An associate in another Gibson Dunn law  
15 office, perhaps in New York City?

16 A. I assume so, yes.

17 Q. And then I assume that those handful of  
18 changes or two changes, as you testified, were made?

19 A. Yes.

20 Q. And then you were given another draft of  
21 what became your affidavit, correct?

22 A. Correct.

23 Q. For ease of reference, let's call that the  
24 fifth draft of what became your affidavit.

25 With regard to that draft, did you have

1 any additional changes?

2 A. No.

3 Q. And is that the draft -- when you said you  
4 signed the affidavit this morning around, I think  
5 you testified around 11:30, that was the draft that  
6 you signed?

7 A. Yes.

8 Q. Thank you for all that. I know that was  
9 kind of tedious, but it's important that we get that  
10 information.

11 I'm going to kind of move to a different  
12 time frame, which is prior to -- the time period  
13 prior to your September 18 meeting with the Gibson  
14 Dunn lawyers.

15 So I'm going to go back in time a little  
16 bit with you following a string of questions.

17 When did you first become aware that the  
18 Chevron lawyers wanted you to sign a sworn affidavit?

19 A. I would say -- what day of the week was the  
20 18th?

21 MS. CHAMPION: Tuesday, I believe.

22 THE WITNESS: Maybe the Thursday or  
23 Friday prior to that.

24 BY MR. DONZIGER:

25 Q. That would be --

1           A. 13th or 14th if I'm doing my math correctly,  
2 of September.

3           Q. Okay. September 13 or 14?

4           A. Sometime -- yes. Everything seems to be --  
5 moves fast.

6           Q. And how did you find out that they wanted a  
7 written affidavit?

8           A. Through my attorney.

9                   MR. DONZIGER: Anne, can I take a  
10 10-minute break? I'm going to try to rearrange my  
11 schedule to do this a little longer. And we can  
12 reconvene in 10 minutes.

13                   MS. CHAMPION: Sure.

14                   MR. DONZIGER: I'm probably only going  
15 to need 45 more minutes.

16                   MS. CHAMPION: Okay. Thank you. We'll  
17 come back on the record in 10 minutes.

18                   THE VIDEO OPERATOR: The time is  
19 2:13 p.m. We're now off the record.

20                           (Recess at 2:13 p.m.,  
21 resumed at 2:25 p.m.)

22                   THE VIDEO OPERATOR: The time is  
23 2:25 p.m., and we're now back on the record.

24                   You may go, Mr. Donziger.

25                   MR. DONZIGER: Thank you.

1 BY MR. DONZIGER:

2 Q. I'm going to -- Katie, I'm going to direct  
3 you to a couple of passages in your affidavit and  
4 ask you about those. Do you have it in front of you?

5 A. Yes.

6 Q. Please turn to page 3, paragraph No. 8.

7 A. Okay.

8 Q. In the middle of paragraph 8, you state  
9 that, "At no time did Steven disclose to me that the  
10 FDA was an organization that he created."

11 Do you see that?

12 A. Yes.

13 Q. What is the basis of your knowledge to say  
14 that?

15 MS. CHAMPION: Objection. It's a  
16 negative statement.

17 BY MR. DONZIGER:

18 Q. What is the basis -- I'll rephrase the  
19 question.

20 What is the basis of your knowledge to  
21 say that I created the FDA?

22 MS. CHAMPION: Objection.

23 Mischaracterizes the witness's testimony.

24 She didn't say that you did or didn't create it.

25 She said you did not disclose something.

1 MR. DONZIGER: Anne, you've got to be  
2 kidding me.

3 BY MR. DONZIGER:

4 Q. Katie, will you please answer the question.  
5 What is the basis of your knowledge?

6 A. The basis is that I did not know that the  
7 FDA was an organization that was -- that was created  
8 or controlled.

9 Q. By who?

10 A. By you.

11 Q. So you assume in making this statement that  
12 the FDA was created by me?

13 A. If someone were to ask me a question, did  
14 Steven disclose that the FDA was an organization --  
15 disclose to you that the FDA was an organization  
16 that he created, I would say, No, he did not.

17 Q. But you don't know whether I created the  
18 FDA or not, do you?

19 A. Correct.

20 Q. Why would you put that in there, in your  
21 affidavit?

22 MS. CHAMPION: Objection, argumentative,  
23 mischaracterizes the witness's testimony.

24 BY MR. DONZIGER:

25 Q. Answer the question, please.

1           A. Can you restate the question.

2                   MR. DONZIGER: Maybe the reporter can  
3 read it back. I think the reporter is -- sorry --  
4 a female. Ma'am, could you please read it back.

5                               (Record read as requested.)

6                   THE WITNESS: It would have come up in  
7 conversation that we had on the 18th, and it -- and  
8 it's true. At no time did you disclose to me "that  
9 the FDA was an organization that he created and  
10 controlled."

11 BY MR. DONZIGER:

12           Q. It's pretty clear, Katie, the assumptions  
13 in that statement in your affidavit that you earlier  
14 testified, in your words, is that I created the FDA.  
15 And I'm asking you, what is the basis of your  
16 knowledge that I created the FDA? You do not have  
17 any knowledge that I created the FDA. That's okay  
18 if you don't.

19           A. I don't have knowledge that -- yes.  
20 I don't have knowledge that you created the FDA.

21           Q. Well, if you have no knowledge I created  
22 the FDA, why would you put that statement in the  
23 affidavit?

24                   MS. CHAMPION: Objection, argumentative.  
25



1 BY MR. DONZIGER:

2 Q. Please answer the question.

3 A. It was -- it was in a draft that was  
4 presented to me, and I could say that that statement  
5 is true. "At no time did Steven disclose to me that  
6 the FDA was an organization that he created and  
7 controlled." It's a true statement. You did not.

8 Q. You have no knowledge, zero knowledge, as  
9 to whether I created -- There's two parts to this:  
10 created and controlled. Let's just focus on  
11 "created." You have no knowledge as to whether I  
12 created or did not create the FDA, correct?

13 A. Correct.

14 Q. You don't even know what year the FDA was  
15 created, do you?

16 A. Correct.

17 Q. You don't know the people in Ecuador who  
18 founded the FDA, do you?

19 A. Correct.

20 Q. You don't know the city in Ecuador where  
21 the FDA was founded, do you?

22 MS. CHAMPION: Objection, lacks  
23 foundation.

24 BY MR. DONZIGER:

25 Q. You can answer the question.

1 A. Correct.

2 Q. The fact is, those words were put in your  
3 affidavit by the people at Chevron who drafted it,  
4 correct?

5 MS. CHAMPION: Objection, lacks  
6 foundation, misstates the witness's testimony.

7 MR. DONZIGER: I'm not repeating her  
8 testimony.

9 BY MR. DONZIGER:

10 Q. Please answer the question, Katie. Let me  
11 rephrase that.

12 That sentence was written by the Chevron  
13 lawyers when they drafted your affidavit, correct?

14 A. Correct. It was in one of the drafts that  
15 was presented to me.

16 Q. So the other part of that sentence  
17 relates -- concerns an assumption you seem to make  
18 that I control or controlled the FDA, correct?

19 A. There were -- I see the word "controlled,"  
20 correct.

21 Q. Yes. What is the -- Well, let me rephrase.

22 You don't have any knowledge of how the  
23 FDA functions as an organization, do you?

24 A. I do not.

25 Q. You don't know who controls the FDA, do you?

1           A. I do not.

2           Q. The fact is that the Chevron lawyers when  
3 they presented you with a draft of this affidavit  
4 wanted that statement to be in there, correct?

5           A. I'd assume so, but I didn't have a  
6 conversation with them about it, so I don't know for  
7 certain.

8           Q. But you didn't write that yourself, did you?

9           A. I did not write the draft of the affidavit  
10 myself.

11          Q. With regard to that one sentence, given  
12 that you didn't write that and you testified you  
13 don't have knowledge who controlled the FDA or who  
14 created it, the Chevron lawyers were essentially  
15 putting words in your mouth, weren't they?

16          A. I put in a lot of effort to make sure that  
17 words were not put into my mouth.

18          Q. I have no doubt you made effort based on my  
19 contact with you. My question is, with regard to  
20 this one sentence, Chevron's lawyers were putting  
21 words in your mouth: true or false?

22          A. False. I can say that this statement is  
23 true. "At no time did Steven disclose to me that  
24 the FDA was an organization that he created and  
25 controlled."

1 Q. How long -- how long did you work with me  
2 on this case?

3 A. I worked with you sometime October of 2017,  
4 when I said -- when I determined that perhaps I  
5 could help, through March of '18.

6 Q. And during that time, we had numerous  
7 conversations, correct?

8 A. Correct.

9 Q. We spent time together in person on  
10 numerous occasions, correct?

11 A. Correct.

12 Q. We were in Ecuador on at least two  
13 occasions together, correct?

14 A. Correct.

15 Q. And you're aware that I've worked on this  
16 matter for almost 25 years?

17 A. Correct.

18 Q. And you're aware that it's a fact that  
19 there is a tremendous amount of information related  
20 to this matter that I did not tell you in the period  
21 of time that you and I had contact working on this,  
22 correct?

23 A. Correct.

24 Q. I'm going to refer you to a different part  
25 of your affidavit. It's on page 7. And it's the

1 first full sentence at the top of the page.

2 Do you see page 7?

3 A. Yes. The first full sentence is 15?

4 Q. No. Up above 15 where it says -- the  
5 sentence that starts with, "I am unaware of whether  
6 Professor Mahoney."

7 A. Oh, yes, I see that.

8 Q. Can you just read that sentence real quick  
9 and I'll ask you a question about it, please.

10 A. "I am unaware of whether Professor Mahoney  
11 disclosed to the university or others that her  
12 partner signed an agreement to obtain a percentage  
13 interest in the Ecuador judgment or that the  
14 conference was funded by Steven using monies raised  
15 based on the Ecuador judgment."

16 Q. Well, that sentence -- Let me rephrase.

17 Chevron's lawyers suggested you put that  
18 sentence in your affidavit, correct?

19 A. That was in the draft, correct.

20 Q. Did Chevron, in putting that in the draft,  
21 want to put pressure on Professor Mahoney to not  
22 work on this matter?

23 MS. CHAMPION: Objection, calls for  
24 speculation. Also it's potentially work product  
25 privilege.

1 MR. DONZIGER: Work product? You're not  
2 her lawyer.

3 MR. RANKIN: You can answer.

4 MR. DONZIGER: I'm going to rephrase.

5 THE WITNESS: Yes.

6 BY MR. DONZIGER:

7 Q. Why did you put that sentence -- why did  
8 you put that sentence in there?

9 A. I didn't put that sentence in there.  
10 It was part of the draft that I received.

11 Q. You received the draft from the Chevron  
12 lawyers?

13 A. Correct.

14 Q. Why would you sign off on a sentence that  
15 says you're unaware of something?

16 MS. CHAMPION: Objection, argumentative.

17 THE WITNESS: Because I am unaware of  
18 that.

19 BY MR. DONZIGER:

20 Q. I mean, there's a lot of sentences you  
21 could have put in there where you could have  
22 started, I'm unaware of something, correct?

23 A. Correct.

24 Q. So why did you put in this particular  
25 sentence that relates to a professor in Canada and

1 her husband?

2 A. I did not put it in there. It was part of  
3 the draft. And I didn't delete it because it is  
4 true: I was unaware of whether Professor Mahoney  
5 disclosed to the university or others.

6 Q. Chevron obviously wanted you to put that in  
7 your affidavit, the Chevron lawyers, correct?

8 A. It was in the draft that I received.

9 Q. Did you get any assurances from Chevron in  
10 exchange for signing this affidavit?

11 A. Have I received any assurances? No.

12 Q. Yes. For anything.

13 A. No. I have received zero. I am paying for  
14 this.

15 Q. By "paying," what do you mean?

16 A. I'm paying legal fees for this. I have  
17 received zero.

18 Q. Well, you know that your legal fees would  
19 be -- probably be lower if you signed the affidavit,  
20 right?

21 A. There was a discussion of how could I get  
22 myself extracted from this circumstance as quickly  
23 and painlessly and financially responsibly as  
24 possible.

25 Q. And that discussion was with who?

1           A. That discussion was with my attorney.

2           Q. You mean Mr. Rankin?

3           A. Yes.

4           Q. Do you understand there will be fewer costs,  
5 financial costs to you, say, for example, document  
6 production, if you sign the affidavit?

7           A. No. Everything that was -- I was  
8 produced -- I was required to produce, I produced.

9           Q. But you feel like it would be -- it's more  
10 cost effective for you to sign the affidavit than to  
11 continue to litigate against Chevron and its  
12 attorneys at Gibson Dunn, correct?

13          A. There was a determination that I wanted  
14 this to be over as quickly as possible and what was  
15 that path that was best for me and me alone.

16          Q. When you made that analysis -- Well, I'll  
17 rephrase.

18                   Did you ever receive any comments from  
19 the Chevron lawyers that the company was considering  
20 litigation against you directly for participating  
21 with me on this matter?

22          A. Any conversations would have been with my  
23 attorney.

24          Q. Well, were you worried at all that Chevron  
25 might sue you over this?



1           A. There's -- anything seems to be possible  
2 when you're a part of this.

3           Q. "This," meaning this particular case, legal  
4 case?

5           A. This particular situation that I find  
6 myself in.

7           Q. When you say "anything seems possible,"  
8 what are you talking about exactly?

9           A. I don't know. Some of the things that I  
10 read that were filed on some system that I have no  
11 access to, but if I read some of the memos or  
12 motions or whatever they're called.

13                   I was called names. I was -- by both --  
14 both sides. And so to me, anything was -- anything  
15 is possible when you find yourself stuck in the  
16 middle of a battle. And that's where I found myself.

17           Q. And you felt that there was a possibility  
18 Chevron would sue you, right?

19           A. Yes. I was called a possible  
20 co-conspirator, and a crony, and hand-in-glove with  
21 Chevron, so that's where I found myself.

22           Q. Did you find yourself in the situation  
23 starting when you initially got the subpoena or  
24 sometime thereafter?

25           A. Would have been sometime thereafter.

1 I didn't even know what a subpoena even meant.

2 Q. And when -- As you sort of look back over  
3 the period of time from March when you got the  
4 Chevron subpoena to today, when did the feelings  
5 you're describing about, you know, the pressure you  
6 were under begin to manifest themselves?  
7 Approximately what month?

8 A. What month did I start feeling pressure?

9 Q. Well, what you've testified to: the feeling  
10 like anything could happen. When did you start to  
11 feel that?

12 A. I would say after my first deposition when  
13 I was being -- trying to be protected by my attorney.

14 Q. Did you get the feeling as a result of your  
15 experience in your first deposition of feeling like  
16 anything could happen?

17 A. No. I had -- there were boundaries in that  
18 deposition. It was after that.

19 Q. Did something happen after that that sort  
20 of made you start feeling that way?

21 A. Well, what was happening was motions back  
22 and forth, and my name being called out in documents  
23 that I had no say in, and everyone making claims and  
24 assumptions. And I tried to protect myself further.  
25 And that was completely denied by the judge.

1 Q. When you say "the judge," do you mean Judge  
2 Kaplan?

3 A. Yes.

4 Q. And the documents that made you feel like  
5 you -- Well, let me go back and lay a foundation.

6 These documents you're referring to  
7 contained references to you that you would describe  
8 as unflattering?

9 A. I would describe them as unflattering, yes.  
10 And not true.

11 Q. And these are documents that were filed by  
12 Chevron?

13 A. I don't know. They're documents that it  
14 seems every day something gets filed, and my  
15 attorneys have to track what goes on to see where I  
16 may or may not fall into it.

17 Q. You were scared, fair to say, right?

18 A. I wouldn't characterize it as scared. But  
19 I did not enjoy not knowing what was to come or have  
20 any voice in any of it.

21 Q. Did you ever receive any suggestions, you  
22 know, from Chevron or its attorneys that they were  
23 considering litigation against you?

24 A. I remember seeing a letter that was filed  
25 to the judge in response to the protective order

1       that Frank Libby submitted on my behalf asking for  
2       further boundaries.

3               And it was that letter that was  
4       submitted by Gibson Dunn that made some reference to  
5       that -- there was a lot of mischaracterization in  
6       that letter: that I was potentially a co-conspirator  
7       or, I think, some preservation order, wrongdoing was  
8       possible.

9               As I said, it felt like anything was  
10      possible because anyone can seem to say anything or  
11      send anything to anyone, and it's all okay. Besides  
12      to me.

13             Q.   Also you understood these documents to be  
14      public, correct?

15             A.   They were on some judge's -- yes, some  
16      system that I didn't have access to, but they were  
17      public to my attorneys and anyone who was an  
18      attorney and had access to whatever system it was.  
19      That was my only way of knowing they were there.  
20      And, yes.

21             Q.   So you described a letter I think your  
22      prior counsel sent to Judge Kaplan seeking a  
23      protective order. And then you described Chevron's  
24      response. Are you testifying that Chevron's  
25      response made you really nervous, given the way you

1 were characterized in that letter?

2 A. Nervous in the sense that I didn't know  
3 when this was going to end. And I thought it was  
4 very -- I thought it was mean. It was not -- just  
5 not -- it was mean. I felt -- I felt it was unfair.

6 But I also found myself in the middle of  
7 this, so I was focused on getting myself out of it,  
8 not continuing to play in the sandbox, I call it.

9 Q. That's understandable. What is the letter  
10 that you describe as mean, what specifically -- if  
11 you remember, what did they say in the letter that  
12 you thought was mean?

13 A. I don't know. It was the whole tone.  
14 There were things in there that were not true. And  
15 at a certain point, you make a decision to continue  
16 to fight and battle back and forth because he -- I  
17 say one thing through my lawyer and then they say  
18 another thing and then I say another thing, and it  
19 never ends.

20 Q. Is it fair --

21 A. And I didn't -- I don't want to play that.

22 Q. Go ahead. I'm sorry.

23 A. I said I'm not interested in having those  
24 types of dialogues. Whether they're through the  
25 legal system or over dinner.

1 Q. Do you know if Chevron's lawyers ever  
2 contacted -- Chevron's lawyers or anyone from  
3 Chevron ever contacted any of your clients over  
4 this?

5 A. They contacted one related to the Elliott  
6 meeting when I got the same batch of documents.  
7 But I'm not aware of anyone else.

8 Q. And that client -- is that Jonathan Bush?

9 A. Yes.

10 Q. Did you ever have any discussions with  
11 Jonathan Bush about the subpoena that Chevron served  
12 on him?

13 A. I did because I called him that night and  
14 said, Heads up. I just got something. Your name's  
15 on it. You might get something. And then the next  
16 day I reached out to his counsel, and she said, I'll  
17 talk to your lawyer, which I did not have.

18 Q. Did Chevron's service of a subpoena on your  
19 client worry you?

20 A. Of course.

21 Q. Why?

22 A. Because I don't like to be in a position of  
23 pulling people into chaos.

24 Q. Did you think it was unfair of Chevron to  
25 have served a subpoena on your client under the

1 circumstances?

2 A. I thought it's just what they do. If I  
3 coordinated a meeting and they wanted me and he set  
4 up the meeting, they would want him. I don't -- I  
5 didn't -- it worried me because it was -- I didn't  
6 know what it meant.

7 But beyond that, I -- it was what it was  
8 and I was just trying to understand where to go from  
9 there.

10 Q. As you look back on the Jonathan Bush  
11 subpoena with the benefit of time, as you sit here  
12 today, do you think looking back on it, it was an  
13 effort by the Chevron lawyers to intimidate you?

14 A. Possibly. I don't -- I don't know.  
15 I don't think in those spaces, so it's hard for me  
16 to understand why.

17 Q. Did it make you feel like your involvement  
18 with me in this Ecuador case could negatively impact  
19 your business, given that Chevron was subpoenaing  
20 you and your clients?

21 A. Yes. It's fair to say that. I didn't know  
22 what was going to happen. So I didn't -- I feared  
23 the unknown.

24 Q. Has your involvement in this litigation --  
25 when I say "this litigation," I don't mean the

1 Ecuador case; I mean the Chevron subpoenaing of you  
2 and the depositions and this affidavit -- has your  
3 involvement in this aspect of the litigation  
4 negatively affected your business?

5 A. No. I have an amazing team.

6 Q. It took you away from your normal business  
7 activities in order to deal with it, correct?

8 A. It took me away -- it took a lot away from  
9 me, correct.

10 Q. How many hours would you estimate you had  
11 to spend dealing with the Chevron litigation against  
12 you since it began last March?

13 A. I don't know. I'd have to go back and look  
14 at the time that my attorneys spent on my behalf.  
15 But I spent a fair amount of time with them. It  
16 would be hard for me to estimate because it came in  
17 fits and spurts.

18 Q. Approximately how many meetings did you  
19 have with your prior attorney?

20 A. 10, 12. An hour turned into five hours.

21 Q. And in those meetings, there was usually  
22 more than one attorney, correct?

23 A. Correct.

24 Q. And I assume you were being billed by your  
25 prior counsel on an hourly basis for the time he was



1 spending -- he and his team were spending on this  
2 matter?

3 A. Yes. I expected that, and I was.

4 Q. And that was money you had to pay out of  
5 your own pocket?

6 A. Correct. And still paying.

7 Q. What's the total amount of the legal fees  
8 you've paid to deal with the Chevron litigation  
9 against you from the time it started to today,  
10 if you know?

11 A. I would estimate 170 to \$180,000.

12 Q. Has that amount of money impacted your  
13 financial well-being or that of your family?

14 A. Of course.

15 Q. Is it your belief that after today, your  
16 involvement in this aspect of the litigation  
17 initiated by Chevron will end?

18 MS. CHAMPION: I just would object to  
19 the characterization of litigation initiated against  
20 [sic] Chevron. We have not initiated any litigation  
21 against Ms. Sullivan.

22 MR. DONZIGER: Let me rephrase.

23 BY MR. DONZIGER:

24 Q. Katie, is it your understanding that your  
25 involvement in this litigation with Chevron that

1 began with Chevron subpoenaing of you last March  
2 will end?

3 A. It is my biggest dream, although I expect  
4 that somehow I'll have to be involved in ways that I  
5 don't yet know. But I pray that it is over.

6 Q. Has anyone from Chevron indicated to you  
7 that it will end after today if you sign -- you  
8 know, once you sign the affidavit and get through  
9 this deposition?

10 A. No.

11 Q. Has anyone from Chevron suggested that it  
12 will at least begin to wind down after today?

13 A. I don't -- I don't know what's to come.  
14 All of this is new to me. So I literally have no  
15 idea.

16 Q. But you had earlier testified that you were  
17 in the same room with your attorney and Rob Blume  
18 and Annie Champion earlier today, correct?

19 A. Correct.

20 Q. When you were with them today, did either  
21 Rob or Annie indicate to you that this would -- your  
22 involvement in this litigation would begin to wind  
23 down after today?

24 A. I asked on the 18th and I asked again today,  
25 where do I go from here? And there's -- you know,

1 I asked on the 18th if I could be done forever by  
2 3:00 p.m., and here I am today.

3 And I asked today, Will this -- will I  
4 be done after today? And, you know, they said,  
5 Well, there could be a hearing or a -- I don't  
6 know -- something in the courts. I could have to go  
7 to New York to the courts. I don't know. That's  
8 all I know, which is unknown and not comforting.

9 Q. I'm just thinking for a second. I'll be  
10 right there. Hold on a second.

11 Did Annie or -- Annie Champion or Rob  
12 Blume tell you today that at least you wouldn't be  
13 deposed again by them?

14 A. I didn't ask them that specifically and  
15 they didn't mention it. I'm assuming that this will  
16 be the end of it, but I don't know.

17 Q. And signing the affidavit, in your mind, in  
18 your calculation, would lead to -- in your mind  
19 would lead to less litigation involving Chevron,  
20 correct?

21 A. It would lead to less of my time, energy,  
22 and money allocated towards this, correct.

23 Q. Do you know how many times your prior  
24 counsel met with Chevron's lawyers?

25 A. I do not. I've heard --

1 Q. You know he met with Chevron's lawyers?  
2 You're aware that was happening, correct?

3 MS. CHAMPION: Objection.  
4 Mischaracterizes the witness's testimony. Assumes  
5 facts, lacks foundation.

6 MR. RANKIN: So do you know, aside from  
7 talking with Mr. Libby, whether Mr. Libby met with  
8 Chevron's lawyers, other than the deposition you  
9 attended?

10 THE WITNESS: I don't. I learned the  
11 term "meet and confer." And I still don't really  
12 know what that means. But I know that term.

13 MS. CHAMPION: For the record, we had no  
14 meetings with Mr. Libby in person aside from seeing  
15 him at the deposition.

16 BY MR. DONZIGER:

17 Q. Okay, Katie. I know this is not pleasant  
18 for you and it's not pleasant for me, but I just  
19 want to ask you a few more questions with regards to  
20 some things in your affidavit.

21 So I'm going to ask you to look at --  
22 I'm going to ask you to look on page 3, paragraph 7,  
23 which is the paragraph above the one where I was  
24 questioning you before.

25 Do you see paragraph 7?

1 A. Yes.

2 Q. So did you write paragraph 7, or did  
3 Chevron's lawyers write it?

4 A. That was -- paragraph 7 was part of the  
5 draft that I received.

6 Q. Chevron's lawyers -- Chevron's lawyers  
7 wrote paragraph 7?

8 A. Yes. It was part of the draft that I  
9 received through my lawyer that came from Gibson  
10 Dunn.

11 Q. I'm going to ask you about a couple things  
12 that are said in this paragraph 7. In the first  
13 sentence, it says, "Steven spent the majority of his  
14 time coordinating 'out-of-court' 'nonlegal'  
15 strategies to put 'pressure' on Chevron."

16 Do you see that?

17 A. Yes.

18 Q. You didn't write that, did you?

19 A. I did not write that sentence. It was part  
20 of the draft.

21 Q. Now, you don't have any knowledge, or  
22 firsthand knowledge of how I spend the totality of  
23 my time on this case, correct?

24 MS. CHAMPION: Objection. Compound,  
25 confusing, mischaracterizes the witness's testimony,

1 lacks foundation.

2 BY MR. DONZIGER:

3 Q. Can you answer the question, please.

4 A. The only knowledge -- well, the knowledge I  
5 have is just based on conversations and then trying  
6 to help you feel less busy and overwhelmed and  
7 understanding if any of my insights or -- could be  
8 helpful.

9 But as far as I knew, you were always  
10 in -- incredibly busy.

11 Q. You were not with me on a day-to-day basis,  
12 were you?

13 A. I was not.

14 Q. And we only met -- I think you say in your  
15 affidavit, we met approximately seven times in  
16 person during the time we were working together,  
17 correct?

18 A. That was my estimation, correct.

19 Q. And we were working together at least --  
20 I don't know -- five months, would you say?

21 A. Yes.

22 Q. So we met seven times in five months,  
23 correct, roughly?

24 A. That was -- yes. That was my -- correct --  
25 my estimation.

1 Q. And we talked on the phone during that same  
2 period of time, you know, what would you say  
3 15-20 times?

4 A. In five months we only talked on the phone  
5 15-20 times? I would say more.

6 Q. Well, I don't -- how many times do you  
7 think we talked on the phone over the five months we  
8 worked together? Would you say it was like maybe  
9 three, four times a week?

10 A. Yes. Sometimes more if there was something  
11 going on. Or it was -- again, when -- when something  
12 was needed. There could be a week where we didn't  
13 talk on the phone. Or there could be -- yes --  
14 just -- I wouldn't know on average. But . . .

15 Q. You would really have no basis of knowledge  
16 to comment on how I spent the majority of my time,  
17 correct?

18 A. Other than conversations you and I would  
19 have and my takeaways of how -- you know, traveling,  
20 raising money, working media, coordinating lots of  
21 people and lawyers. Like more case management.

22 Q. In the sentence I'm asking about at the  
23 very beginning of paragraph 7, the words "out-of-  
24 court" and "nonlegal" -- do you see the words  
25 "out-of-court" is in quotes?

1 A. Yes.

2 Q. That was put there by the Chevron lawyers,  
3 right?

4 A. Correct. That was in the draft.

5 Q. And then the phrase "nonlegal" in quotes  
6 was also put there by the Chevron lawyers in the  
7 draft?

8 A. Correct.

9 Q. And the word "pressure" in quotes, do you  
10 see that?

11 A. Yes.

12 Q. That was also put there by the Chevron  
13 lawyers in the draft?

14 A. Yes.

15 Q. Why do you think they put quotes around the  
16 word "pressure"?

17 A. I do not know.

18 Q. And the next sentence, "The goal of his  
19 pressure campaign was twofold," those are Chevron's  
20 words from the draft, correct?

21 A. "Pressure campaign," yes, that was in the  
22 draft.

23 Q. You don't see anything wrong with people in  
24 the position of my clients in Ecuador wanting to put  
25 pressure on Chevron to settle the case, do you?



1           A. No. I think -- from my perspective, there  
2 was legal stuff going on in court in Canada, and  
3 then there's other strategies that were in place to  
4 put pressure on them. "Pressure" is not a -- I  
5 would say that's not a new word.

6           Q. It's not a bad thing, is it, in this  
7 context?

8           A. No. I think -- no, I don't think it's a  
9 bad word. You just have to work many angles in  
10 whatever you're -- whatever you're doing.

11          Q. In the very last part of paragraph 7, the  
12 last -- the end of the last sentence, it says,  
13 "I did not work with Steven on any legal issues or  
14 observe him working on any."

15                   Do you see that?

16          A. Yes.

17          Q. That was words that came from Chevron's  
18 lawyers in the draft, correct?

19          A. Correct.

20          Q. When you say, "I did not work with Steven  
21 on any legal issues," the reason that's the case is  
22 because you're not a lawyer, right? We were not  
23 working on legal issues related to the Ecuador case  
24 against Chevron, correct?

25                   MS. CHAMPION: Objection. Calls for

1 speculation, misstates the witness's testimony.

2 THE WITNESS: I -- you would have been a  
3 fool to work with me on legal issues because I had  
4 no legal background. So I did not work with you on  
5 any legal issues.

6 BY MR. DONZIGER:

7 Q. That was not part of what you were hired by  
8 our team to do, correct?

9 A. You did not ask for any of my help in legal  
10 issues, correct.

11 Q. And when you say you didn't observe me  
12 working on any legal issues, you obviously don't  
13 know when you were not observing me if I was working  
14 on legal issues, correct?

15 A. Correct.

16 MR. DONZIGER: Just as a general  
17 objection, I'm going to state on the record, and I  
18 want Annie and Rob to hear this. I believe there  
19 are examples in this affidavit of the use of sort of  
20 opinion work product. And I am protesting that.  
21 And I'm going to ask that the parts of the affidavit  
22 that use my opinion work product be removed.

23 And as an example, although I'm going to  
24 look at this more carefully when I have -- you know,  
25 when we get through the deposition, and I will write

1     you a letter. But as an example, if you look at the  
2     top of page 3, the first full sentence at the top of  
3     page 3 is an example of opinion work product.

4             So I would ask that you guys look at  
5     this affidavit for that. I will too.

6             MS. CHAMPION: Mr. Donziger, if you want  
7     to make a work product claim, you're going to have  
8     to specifically identify the sentences in here that  
9     you believe are opinion work product. You're  
10    talking about the last sentence of paragraph 6?  
11    Did I get that right?

12            MR. DONZIGER: Yes. That's --

13            MS. CHAMPION: This is something that  
14    you've stated in dozens of press releases and  
15    reports. So, you know, we can deal with this, but  
16    you need to give us specific objections, all right,  
17    by letter.

18    BY MR. DONZIGER:

19            Q. Katie, on page 4, paragraph 10, can you  
20    look at that please.

21            A. I see it.

22            Q. So you make reference in that paragraph to  
23    Ben Barnes and Simon Billenness.

24                    Do you see that in the first sentence?

25            A. Yes.

1           Q. I want to focus a couple of questions on  
2 Simon Billenness, okay?

3                   First of all, did you ever meet Simon  
4 Billenness?

5           A. I did not meet with him in person. I spoke  
6 with him on the phone.

7           Q. How many times did you speak to him on the  
8 phone?

9           A. Once.

10          Q. Do you remember why you talked?

11          A. Because I had an opportunity to possibly  
12 meet the woman in charge of proxy voting at State  
13 Street Bank because my sister was putting on a  
14 nonprofit lunch, and she was going to be a speaker.  
15 And I was going to go to that lunch to support my  
16 sister.

17                   And I said, Well, if I meet this woman,  
18 that would be interesting. And if I meet her,  
19 I have no idea what to say to her. And so I was  
20 connected to Simon by you.

21          Q. And when you say in paragraph 10, "Although  
22 this work was directed by Steven," that's Chevron's  
23 lawyers' words from the drafting of the affidavit,  
24 correct?

25          A. That is correct.

1 Q. You never did any independent inquiry with  
2 Simon as to who directed his work, correct?

3 A. I did not.

4 Q. How was it that all of the paragraphs  
5 related to the Calgary conference were put into this  
6 affidavit? Was that put into the draft by the  
7 Chevron lawyers?

8 A. Where do you see that?

9 Q. I'm sorry. My apologies. Look at page 6,  
10 paragraph 13.

11 A. Can you ask the question again. Sorry.

12 Q. Yes. How was it -- What's your  
13 understanding of how a paragraph about a conference  
14 on the Ecuador litigation in Canada scheduled for  
15 November found its way into your affidavit? How did  
16 that happen?

17 A. I would say because of the -- there were  
18 payments out of CWP, and there was documents that I  
19 produced, because I had to produce them, that were  
20 related to this.

21 Q. And this paragraph 13 on page 6 of your  
22 affidavit was drafted by the Chevron lawyers in that  
23 first draft you got?

24 A. Correct.

25 Q. Now, when you -- you say in this affidavit

1       that your knowledge of the RICO judgment only came  
2       from me.

3                       Do you remember signing off on those  
4       words?

5       A.   Where are they?

6       Q.   Give me one minute.  I'm sorry.  Page 2,  
7       paragraph 6.

8       A.   Yes.  "My understanding of the RICO judgment  
9       came from Steven."

10      Q.   When you and I met, I told you about this,  
11      right?

12      A.   I first learned about it when -- in Ecuador  
13      at the Pachamama Alliance trip in August of 2016.

14      Q.   And did you learn about it from me  
15      directly?  I don't remember.  Remind me.

16      A.   Yes.  You gave a presentation to the group  
17      and explained the situation in Ecuador and the  
18      current status.

19      Q.   So you were aware back as early as August  
20      of 2016 that I had a RICO judgment against me from  
21      Judge Kaplan, correct?

22      A.   Correct.

23      Q.   Did you ever do any independent research or  
24      investigation aside from what I told you as to what  
25      the nature of that RICO judgment was and what the

1 evidence was that Chevron presented? Independent of  
2 me.

3 A. I don't recall doing any. I still don't  
4 really even know what "RICO" means, to be honest,  
5 but . . .

6 Q. But you understand that it's your  
7 responsibility when you get involved in a project or  
8 investment to do your own due diligence, correct?

9 A. Correct.

10 Q. And you also knew that at least -- well,  
11 some of the documents that I was sending to  
12 potential investors had links to Chevron materials  
13 so they could easily access them as regards  
14 Chevron's view of the Ecuador litigation, correct?

15 MS. CHAMPION: Objection, lacks  
16 foundation.

17 THE WITNESS: I don't --

18 BY MR. DONZIGER:

19 Q. Well, you knew -- Hold on. I'm going to  
20 rephrase and lay a proper foundation.

21 You recall that I had created, or our  
22 team had created a document that we would give  
23 potential investors that summarized the status of  
24 the case, correct?

25 A. Are you referring to Addendum 1 that was

1 700-some-odd pages?

2 Q. I don't see Addendum -- is this Addendum 1  
3 to your affidavit?

4 A. No. Just in reference to -- there was a  
5 document that was -- I don't know -- seven or 800  
6 pages that gave -- and I never read it, but I knew  
7 it existed.

8 And my understanding of that document  
9 was that it was for investors, and they would  
10 receive that as part of their due diligence or --  
11 I don't know -- information. If that's what you're  
12 referring to, then I was aware of it but never read  
13 through it.

14 Q. As a general matter, you were aware that in  
15 the document or documents that we would send to  
16 investors, we would have links to Chevron's website  
17 so investors could easily access Chevron's view of  
18 the case, correct?

19 A. I would have to go back to emails to verify  
20 that. I know that there were a lot of links. And I  
21 can't say with certainty where they were linked to.

22 THE VIDEO OPERATOR: Mr. Donziger, this  
23 is the videographer. In about five minutes, I need  
24 to swap a disk.

25 MR. DONZIGER: You know, it might be --



1 Anne, it might be helpful to just take maybe a  
2 10-minute break, let the videographer swap out, let  
3 me get reorganized on my end, and I'll try to wrap  
4 up quickly when we come back.

5 MS. CHAMPION: Thank you. That's fine,  
6 Mr. Donziger. We'll be back on in 10 minutes? Is  
7 that enough?

8 MR. DONZIGER: Yes. Let's get back on  
9 in 10 minutes.

10 THE VIDEO OPERATOR: Thank you. The  
11 time now is 3:27 p.m. This brings us to the end of  
12 Media Unit No. 1. And we are now going off the  
13 record.

14 (Recess at 3:28 p.m.,  
15 resumed at 3:40 p.m.)

16 THE VIDEO OPERATOR: The time now is  
17 3:40 p.m. We're now coming back on the record,  
18 beginning Media Unit No. 2 in the deposition with  
19 Mary Katherine Sullivan. We're now back on the  
20 record.

21 Please, Mr. Donziger, we're back.

22 MR. DONZIGER: Thank you. I'll proceed.

23 BY MR. DONZIGER:

24 Q. Katie, are you okay to continue with a few  
25 more questions? I know it's probably been a pretty

1 long day. Are you still okay?

2 A. Yes. I'm totally fine. Thank you.

3 Q. I wanted to ask you about an investor to  
4 whom you introduced me named Tony Abbiati. You know  
5 who he is, right?

6 A. I do.

7 Q. Do you know if Chevron has had any contact  
8 with Tony Abbiati since you were subpoenaed by  
9 Chevron in March of this year?

10 A. I am not aware.

11 Q. Are you still in communication with Tony  
12 Abbiati?

13 A. No. Well, I sent him a letter, handwritten  
14 note on Friday -- maybe Friday or Thursday of last  
15 week, expressing -- assuming that he received out of  
16 the 57 or so people that were subpoenaed in addition  
17 to me. And I just said that -- I told him that I  
18 did everything I could do to protect him. And I  
19 feel like I failed.

20 MS. CHAMPION: Do you need a tissue?

21 THE WITNESS: No.

22 MR. DONZIGER: Do you want to take a  
23 break --

24 THE WITNESS: No.

25 MR. DONZIGER: -- or keep going?

1 THE WITNESS: Keep going, please.

2 BY MR. DONZIGER:

3 Q. You know that Tony's investment in the case  
4 is still in existence, correct?

5 A. I have no reason to believe the contrary.

6 Q. And you know if there's a recovery against  
7 Chevron in this case, that his investment contract  
8 will be honored by the Ecuadorians; you know that,  
9 right?

10 A. That is my hope.

11 Q. If you ever want to take a break or  
12 whatever, just let me know, and we can take a break.

13 A. No, I'd like to power through this, please.

14 Q. At the time that -- you know, at the end of  
15 the period of time when we were working together,  
16 which I would really put it maybe the beginning of  
17 March of this year, you had told me that there were  
18 other potential investors who you knew that might be  
19 interested in funding litigation expenses for the  
20 Ecuadorians' lawsuit against Chevron? That's  
21 correct, right?

22 A. I don't recall that specifically said in  
23 March.

24 Q. But there was a -- there was a general  
25 understanding between us that you were trying to

1 help me raise money for my Ecuadorian clients to pay  
2 litigation expenses, right?

3 A. Yes. I thought that my potential best  
4 value would be to create conversations for people  
5 that might find this investment opportunity  
6 interesting and explore making an investment.

7 Q. And as part of that work for the case, you  
8 on your own reached out to certain potential  
9 investors, correct?

10 A. I reached out to, I would say -- yes. I  
11 reached out to, I would say, a few investors where I  
12 took the lead in reaching out to them. And the  
13 others would have been part of a conversation of,  
14 Hey, what are you up to? What are you doing? And I  
15 would explain what I was exploring. And then it  
16 might have led to a follow-up email or a subsequent  
17 conversation.

18 Q. And you also were present either in person  
19 or on the phone when I had conversations with  
20 potential investors about the opportunity, correct?

21 A. I was present, yes, for the ones that I'm  
22 aware of and was present for. That seems obvious  
23 but . . .

24 Q. That would include the meeting with Elliott  
25 Capital Management?

1 A. Elliott Management, correct.

2 Q. And that would include a phone meeting with  
3 Tony Abbiati, correct?

4 A. Correct.

5 Q. Do you remember any other meetings or phone  
6 conversations that you were either there with me or  
7 listening on the phone with me when I was talking to  
8 potential investors other than those two?

9 A. Jeff Kahn.

10 Q. Any others?

11 A. No. I think those were the three where I  
12 was -- I participated in.

13 Q. So in the -- in any of those three meetings  
14 with Elliott, Tony Abbiati, or Jeff Kahn, you never  
15 heard me try to sell my own equity interest in the  
16 Ecuador case to investors, did you?

17 A. That is correct, I did not.

18 Q. Has your involvement in this litigation  
19 with the Chevron subpoena been made public in the  
20 media in the Boston area, to the best of your  
21 knowledge?

22 A. No. The only place I've seen it is in a  
23 CSR wire where it was referenced. When I searched  
24 my name and Chevron, that came up because I didn't  
25 know what was being said, to whom, by whom, or

1 where. I had a fear.

2 Q. Do you still have a fear it could come out  
3 like in the media: your involvement in the  
4 litigation against Chevron?

5 A. I would do everything in my power to  
6 prevent that. I do not want -- want it, nor do I  
7 appreciate it, nor will I -- I just -- I don't -- I  
8 don't -- I want this to be done. And I don't -- I  
9 want to be forgotten.

10 Q. That's a fear you currently have, correct?

11 A. It is a fear I have, and it's my reputation  
12 that I want to keep to be my own.

13 Q. Do you think Chevron has done anything as  
14 part of this litigation involving the subpoena  
15 against you to harm your reputation?

16 A. Not that I'm aware of. And I also pray  
17 that they have not.

18 Q. I'm going to refer to a couple more little  
19 things in your affidavit, and then I'll try to wrap  
20 up, okay?

21 A. Okay.

22 Q. If you look at page 3, paragraph 8, which  
23 was the paragraph I had earlier questioned you about,  
24 about the FDA.

25 A. Okay.

1           Q. The part about press releases says -- it  
2           says, "I estimated, based on my observations and  
3           discussions with Steven, that Steven spent about  
4           15 hours on each press release, and that there have  
5           been over 50 press releases in the past three years  
6           or so."

7                       Do you see that?

8           A. I do.

9           Q. Did you ever actually observe me spend  
10          15 hours writing a press release?

11          A. No. That was my estimate when I took it  
12          upon myself to count how many there were and how  
13          much time and energy it took you. And I shared that  
14          with you. But that was my estimation if I were to  
15          use my best guess.

16          Q. It was a guess?

17          A. It was a guess, correct.

18          Q. You never actually sat with me or  
19          physically with me when I wrote a press release from  
20          start to finish, were you?

21          A. I was not.

22          Q. Did the Chevron lawyers suggest you put  
23          that in the affidavit? In other words, did it show  
24          up in that first draft?

25          A. The whole paragraph or the estimate?

1 Q. Well, about the 15 hours that I --

2 A. No, that was --

3 Q. -- in your affidavit?

4 A. Those were my specific words because I  
5 counted them and I put -- I don't know -- I think  
6 there were 50, 52, 53. And then 15 hours per each  
7 and how much time -- I put an hourly rate on it.

8 I was curious because that is not an  
9 area that I -- I don't know about media and press  
10 releases and whatnot. And so I was -- I was -- that  
11 was -- I took that upon myself to make that estimate.

12 Q. And part of your estimate was that there  
13 were 50 press releases over the past three years or  
14 so?

15 A. Yes. I went through the historical press  
16 releases on CSR Wire, and I hope added them  
17 correctly. But that's where I got the information,  
18 whichever are posted currently. Well, at that time.

19 Q. And 50 press releases over three years  
20 would be what, about one every three weeks?

21 A. Yes. If I recall, there was some where --  
22 months there were none, some months there were two.  
23 It varied but . . .

24 Q. When you signed off on the words about  
25 press releases, were you aware that Chevron puts out



1 press releases on this case, from the Ecuador case?

2 A. I was aware that there was some website  
3 that Chevron has. I can't remember the name of it.  
4 But I never actively saw their press releases. I  
5 would see the ones that were part of a mail list, or  
6 that you would share with me directly.

7 Q. But you're aware that Chevron has a public  
8 relations strategy to publicize its view of the  
9 Ecuador litigation, correct?

10 MS. CHAMPION: Objection, lacks  
11 foundation.

12 THE WITNESS: I'm aware that there's a  
13 website that I -- I understood that Chevron  
14 controlled. But that would only be coming from  
15 something that I heard. I have no other way to  
16 validate that.

17 BY MR. DONZIGER:

18 Q. So you've never looked at Chevron's website  
19 on what they say about this case?

20 A. I may have in the past clicked on it. But  
21 I don't know how or why I did. I remember looking  
22 at their annual report to see the disclosure that  
23 was on the annual report, because I know that was  
24 mentioned, so out of curiosity I looked at that.  
25 But I was aware of their website. I can't recall

1 going on it more than probably -- a couple times.  
2 Probably through links.

3 Q. On the top of -- just getting back to the  
4 contents of your affidavit, if you'd turn to page 4,  
5 please.

6 A. Okay.

7 Q. Look, if you don't mind, I'm directing you  
8 to the very top of the page. There is a sentence  
9 that says, "In connection with seeking investments  
10 in the judgment, Steven would tell investors that  
11 these press releases would 'help hold Chevron  
12 accountable.'"

13 Do you see that?

14 A. Yes.

15 Q. And those are words that Chevron's lawyers  
16 had put in the first draft that you got?

17 A. Yes. They are.

18 Q. And when you say, "Steven would tell  
19 investors that these press releases would 'help hold  
20 Chevron accountable,'" do you have any specific  
21 recollection of me saying that to any investor?

22 A. I do -- I do not recall a specific comment  
23 related to press releases.

24 Q. To investors?

25 A. Correct.

1 Q. Or potential investors?

2 A. Correct.

3 Q. You're aware, are you not, that the  
4 Ecuadorian plaintiffs in the Aguinda case -- that is  
5 the underlying litigation -- have an enforcement  
6 action pending against Chevron in Canadian courts,  
7 correct?

8 A. I'm aware that there is enforcement action  
9 in Canada related to this case, correct.

10 Q. And I believe on one occasion, we had  
11 traveled to Canada for an event related to our case  
12 activities in that country?

13 A. It was the AFN meeting, yes.

14 Q. That was in Ottawa in, I believe,  
15 December of last year?

16 A. Correct.

17 Q. And you understood that the main way that I  
18 believe Chevron could be held accountable was  
19 through the Canadian litigation in court, correct?

20 A. Correct. I understood it had been there  
21 for about five years already.

22 Q. And you had heard me say that to potential  
23 investors in the meetings that you accompanied me  
24 at, correct?

25 MS. CHAMPION: Objection, lacks

1 foundation, mischaracterizes the witness's testimony.

2 BY MR. DONZIGER:

3 Q. Let me rephrase.

4 Katie, you had heard me talk about the  
5 Canadian litigation that the Ecuadorians maintained  
6 against Chevron in the conversations I had with  
7 potential investors, correct?

8 A. Correct.

9 Q. And you had heard me characterize that  
10 litigation as the main way that Chevron would have  
11 to pay the Ecuadorian judgment, correct?

12 MS. CHAMPION: Objection, lacks  
13 foundation, misstates the witness's testimony.

14 BY MR. DONZIGER:

15 Q. Please answer the question.

16 A. Could it be repeated.

17 MR. DONZIGER: Could the reporter please  
18 read it back.

19 (Record read as requested.)

20 THE WITNESS: I would characterize it  
21 saying that that was the primary -- primary way.

22 BY MR. DONZIGER:

23 Q. That being the Canadian litigation against  
24 Chevron, the enforcement litigation, correct?

25 A. Right. The legal work going on in Canada.

1           Q. I never -- I never told you that I believed  
2           that Chevron would pay the judgment based on press  
3           releases, did I?

4                   MS. CHAMPION: Objection, lacks  
5           foundation.

6                   THE WITNESS: I never heard you say  
7           that.

8           BY MR. DONZIGER:

9           Q. Katie, directing your attention to page 5,  
10          paragraph 12, do you see that paragraph?

11          A. Yes.

12          Q. In the second sentence, it says, "Similarly,  
13          in May 2017, Steven directed the FDA to grant Phil  
14          Fontaine a 0.125 percent interest in the Ecuador  
15          judgment in return for 'professional services' that  
16          were to be defined at a later time."

17                   Do you see that?

18          A. I do.

19          Q. Those were words that Chevron's lawyers  
20          wrote in the first draft that you received, correct?

21          A. Correct.

22          Q. And when it says, "Steven directed the  
23          FDA," those were words that Chevron's lawyers put in  
24          there, right?

25                   MS. CHAMPION: Objection, lacks

1 foundation.

2 BY MR. DONZIGER:

3 Q. Well, let me rephrase.

4 Those were words that were in the first  
5 draft of the affidavit given to you by the Chevron  
6 lawyers, correct?

7 MS. CHAMPION: Objection, calls for  
8 speculation. You cannot expect a witness to  
9 remember every word of every draft, every iteration.  
10 This is not a memory test. She stated that the  
11 statements in here are true and correct.

12 BY MR. DONZIGER:

13 Q. Will you please answer the question, Katie.

14 A. This was in the draft that I received.

15 Q. And when it says, "Steven directed the FDA,"  
16 I know that you didn't write that. But, you know,  
17 you signed off on it.

18 You don't really know that I directed  
19 the FDA to do that, do you?

20 MS. CHAMPION: Objection, lacks  
21 foundation, mischaracterizes the witness's  
22 testimony.

23 MR. DONZIGER: Anne, if I may, I think  
24 you're being really disruptive, okay? There's no  
25 lack of foundation. I'm asking her about something

1 in her own affidavit. So please stop interrupting  
2 with objections that have no basis. Like I get  
3 you're trying to delay this and disrupt it. But  
4 please allow me to finish. I have just a few more  
5 questions.

6 BY MR. DONZIGER:

7 Q. Katie, I'm going to ask it again, if you  
8 don't mind.

9 A. Thank you.

10 Q. When it says, "Steven directed the FDA to  
11 grant Phil Fontaine" that interest, you have no  
12 firsthand knowledge of any conversation I had about  
13 that with any FDA official, do you?

14 A. I do not.

15 Q. So what is the basis for you to sign off on  
16 those -- those words: "Steven directed the FDA" in  
17 your own mind?

18 A. The FDA looked to you to manage the case  
19 and how expenses were directed. And so the FDA  
20 empowered you to -- to engage in any contract  
21 discussions and execution, and the FDA would go on  
22 your word.

23 Q. Do you have any knowledge of who in the FDA  
24 makes final decisions about any contractual  
25 arrangements where equity is granted?

1           A. Only by looking at copies of signed  
2 contracts and seeing their names.

3           Q. Well, you've seen, for example, the  
4 contract with Tony Abbiati, right?

5           A. Yes.

6           Q. And this isn't a memory test. If you don't  
7 remember, that's fine.

8                       But looking at that contract, you do  
9 know I'm not the person to sign contracts on behalf  
10 of the FDA, correct?

11          A. I -- if I recall, I do not -- on Tony's  
12 contract, I don't believe that your signature was on  
13 there, correct, or required.

14          Q. And you do recall that the person who signs  
15 contracts for the FDA when equity is granted to  
16 investors is the president of the FDA, correct?

17                       MS. CHAMPION: Objection, lacks  
18 foundation.

19                       THE WITNESS: I believe that is true.  
20 I know there was at one point a woman. And I think  
21 there's a man's name. But they're names that I --  
22 I can't say exactly what they are.

23 BY MR. DONZIGER:

24          Q. Have you ever been present when I've had a  
25 conversation with an FDA president or official



1 regarding a grant of equity in the case?

2 A. I have not.

3 Q. So you don't really know what I said to the  
4 FDA president about the grant of equity to Phil  
5 Fontaine, do you?

6 A. I was not part of that conversation,  
7 correct.

8 Q. Do you remember when you were in Ecuador  
9 really a year ago this month, in September of 2017,  
10 with a delegation of Canadians and myself?

11 A. Yes.

12 Q. And you were a member of that delegation?

13 A. I remember that trip.

14 Q. Did that trip motivate you to want to work  
15 with me in this case?

16 A. That trip was inspiring to me.

17 Q. What about it -- if you think back to that  
18 time on the trip, what about it was inspiring to  
19 you?

20 A. The people that I met on the trip seemed to  
21 be very passionate. And I could kind of just sense  
22 a positive energy by all the people that were there.  
23 As I was -- I wouldn't really call myself a  
24 participant other than I was there.

25 But I was more of kind of just a witness

1 in seeing what was going on and having some  
2 conversations with individuals. But it was an  
3 interesting and inspiring trip. And I enjoyed being  
4 part of it.

5 Q. In terms of -- still talking about that  
6 trip, in terms of what you observed of conditions on  
7 the ground in the areas that we toured, what kind of  
8 stuff did you see?

9 A. We saw one or two of the pits that are  
10 still exposed. And there was a demonstration with  
11 an auger to show the crude or the oil or the sticky  
12 substance, whatever it's referred to, that is still  
13 present at the -- at the surface.

14 We saw just -- drive -- being on the bus  
15 for however many hours that was, eight hours, you  
16 know, the surrounding towns and the oil pipes that  
17 are aboveground and the cemetery that we stopped at.  
18 Yes. That's what I -- I mean, from --

19 Q. Do you remember -- Go ahead.

20 A. From that particular part of the trip,  
21 that's what I remember.

22 Q. Do you remember visiting the grave site at  
23 the cemetery of Rosa Moreno?

24 A. Yes.

25 Q. Do you remember the grave site at Grand

1 Chief Ed John saying a prayer in his native  
2 language?

3 A. I do.

4 Q. Do you remember talking to some of the  
5 local residents who work on the case?

6 A. If they spoke English, then, yes.

7 Q. Did you get involved in this because you  
8 really cared about the well-being of those people at  
9 that time?

10 A. Yes. I have a -- I care about people and I  
11 had an appreciation -- greater appreciation for the  
12 planet. And it was a new awareness that I received  
13 being in both parts of Ecuador. So I was  
14 synthesizing that, processing it, and understanding  
15 what type of impact that I could have beyond my  
16 little world could be.

17 Q. And before Chevron subpoenaed you, we --  
18 would you say you and I worked productively together  
19 toward the goals of -- that we had outlined?

20 A. I would say for the most part, I was  
21 getting frustrated with my ability to move things  
22 forward because of lack of focus, and I found that  
23 to be a challenge. The things that I --

24 Q. Thank you for that. I appreciate that.  
25 I'm smiling. I'm just joking.

1                   You know, part of what you were hired to  
2 do was to help better organize the contract we had  
3 with investors, correct?

4           A.   Correct.

5           Q.   And toward that end, you put together a  
6 booklet with all the contracts; do you remember that?

7           A.   Yes.

8           Q.   Where is that booklet right now, by the way?

9           A.   Um --

10          Q.   Do you know?

11          A.   I brought it to my attorney's office, and I  
12 haven't -- I haven't seen it since.

13          Q.   But you felt comfortable enough with the  
14 materials we had at that time to be ready to present  
15 them in a professional way to a potential investor  
16 in the State of Texas, correct?

17          A.   I was -- that was one of the primary  
18 drivers of getting everything organized and just to  
19 have -- I don't know -- to know where -- just to  
20 have everything organized. It was that simple.

21          Q.   Well, I think you did a great job with that.  
22 But my question is this. You felt comfortable  
23 enough with the materials as they had been organized  
24 by me and then by your team --

25          A.   By me.

1 Q. -- to be able -- Huh?

2 A. Sorry. I said by me.

3 Q. Okay. Anyway, let me rephrase. So you  
4 felt comfortable enough with the materials that we  
5 had put together, I'd given you and you had  
6 reorganized, to be able to take them to a potential  
7 investor, correct?

8 A. They were getting closer. I would say  
9 they -- I wouldn't say that they were there. But I  
10 think it was -- As far as I could take them, they  
11 were well organized.

12 Q. And they were well organized enough for you  
13 to feel comfortable presenting them to a potential  
14 investor, correct?

15 A. Yes. If it included kind of a summary of  
16 things that were missing. To the best of my  
17 ability, the documents were -- in what was provided  
18 to me in paper form or just verbally or -- they  
19 were -- they were documented -- and I believed they  
20 were documented as well as they could have been.

21 Q. They were documented well enough that you'd  
22 be comfortable to present them to a potential  
23 investor at that time, understanding that there were  
24 still some inevitable questions one might have,  
25 correct?

1 MS. CHAMPION: Objection.  
2 Mischaracterizes the witness's testimony.

3 MR. DONZIGER: I'm going to rephrase the  
4 question.

5 BY MR. DONZIGER:

6 Q. You felt comfortable enough with the  
7 materials as you had organized -- as I had given  
8 them to you and you had organized them to present  
9 them to a potential investor, correct?

10 A. I was -- I guess I'm a little bit stuck on  
11 the word "comfortable."

12 Q. Well --

13 A. I was --

14 Q. Go ahead.

15 A. I was going to say, I was doing what I  
16 thought would add value so if there was a dialogue  
17 with an investor who needed to see the documents  
18 organized and where things stood at that time, then  
19 they were at -- at that point, they were as good as  
20 they were going to get. And prior to that, I don't  
21 think something like that could have been easily  
22 produced.

23 Q. And I acknowledged to you that we needed to  
24 better organize the documents when I gave them to  
25 you, correct?

1           A. Correct. There was an organization  
2 challenge, I would say, and an area that I enjoy  
3 creating clarity in.

4           Q. Katie, directing your attention to page 17,  
5 paragraph 42.

6           A. Okay.

7           Q. Do you see in the last sentence, it says,  
8 "Thus, out of a total budget of \$1.278 million for  
9 2018, more than a third of it was earmarked to be  
10 paid to Steven."

11                       Do you see that?

12           A. I do.

13           Q. I had told you at the time that a  
14 significant portion of the funds that were earmarked  
15 to me were for past unreimbursed expenses; did I not?

16           A. Yes. You said it was reimbursement for  
17 times when you had to put up your own money to cover  
18 costs, which I don't have clarity into what those  
19 costs were. But that's what I was -- that's what I  
20 understood.

21           Q. And when I sent you, I think, an invoice  
22 for \$150,000 that I described as reimbursement,  
23 before you paid it, I told you to hold that in  
24 abeyance, correct?

25           A. Or just hold off from paying it, so . . .

1 Q. And that particular payment was never made  
2 to me, correct?

3 A. Yes. If it's referring to a \$150,000  
4 invoice that is referenced in paragraph 52, that is  
5 correct.

6 Q. And on page 19, paragraph 50, do you see  
7 that?

8 A. Yes.

9 Q. You say there, "As far as I could tell,  
10 Steven had complete control and discretion over how  
11 this money, which belonged to the FDA, was spent.  
12 I was not aware of any approval process that existed  
13 or was followed with respect to any of the funds  
14 disbursed in the CWP account pursuant to Steven's  
15 directions."

16 Do you see that?

17 A. What number is that?

18 Q. It's paragraph 50 on page 19.

19 A. Oh, I'm sorry. I was above it. Okay, I  
20 see that.

21 Q. Yes. I'm referencing the second and third  
22 complete sentences of paragraph 50.

23 A. I see that.

24 Q. You were -- you were not aware -- you say  
25 there you were not aware of any approval process,



1 right?

2 A. I -- correct.

3 Q. You're not aware that there was an approval  
4 process, are you?

5 A. That is correct. I was not aware of --

6 (Court reporter inquiry.)

7 BY MR. DONZIGER:

8 Q. Let me just ask another question. You have  
9 no awareness of my relationship with the FDA as  
10 regards approvals for expenditures, do you?

11 A. I do not.

12 Q. You never had direct contact with the FDA  
13 regarding expenditures, did you?

14 A. I did not.

15 MR. DONZIGER: I'm pretty much done, but  
16 I wanted to just take two minutes. I'm going to put  
17 you on mute and just make sure I don't have anything  
18 else. And I'll be back and I'll either finish or  
19 I'll ask one or two questions, okay?

20 THE WITNESS: Okay.

21 MR. DONZIGER: Thank you.

22 THE VIDEO OPERATOR: At 4:24 p.m., we're  
23 now going off the record.

24 (Recess at 4:24 p.m.,

25 resumed at 4:28 p.m.)

1 THE VIDEO OPERATOR: At 4:29 p.m., we're  
2 now back on the record.

3 BY MR. DONZIGER:

4 Q. Katie, I just have a couple more questions.  
5 Thank you for your patience.

6 If you can look on your affidavit,  
7 page 11, paragraph 26.

8 A. I see it.

9 Q. Do you see the last sentence of that  
10 paragraph? It says, "While I was not aware of it at  
11 the time, it has become clear to me that Steven took  
12 advantage of my lack of understanding of the legal  
13 system (many times telling me that I was naive) and  
14 misled me about the RICO case and the nature of the  
15 court findings against him."

16 Do you see that?

17 A. I do.

18 Q. Now, was that written by Chevron's lawyers  
19 and given to you in the first draft?

20 MS. CHAMPION: Again, objection, lacks  
21 foundation, calls for speculation.

22 BY MR. DONZIGER:

23 Q. You can answer.

24 A. I'd have to look at it, but I know that my  
25 words were inserted that I felt taken advantage of

1 for my lack of understanding, and many times telling  
2 me that I was naive. I can confirm that those  
3 are -- those were inserted words.

4 Q. Do you remember -- do you remember me  
5 telling you on occasion that the job I was asking  
6 you to do was one where Chevron might end up suing  
7 me, don't you?

8 A. Not -- not specifically.

9 Q. Well, you do remember a -- You do remember  
10 me telling you that the case was really tough,  
11 correct?

12 A. I remember that the case was very complex  
13 and I had been privy to hearing stories about some  
14 things that had happened in the past.

15 Q. Well, you definitely knew that they had  
16 sued me, right?

17 A. Yes.

18 Q. Chevron sued me?

19 A. Yes. That was part of the RICO, was my  
20 assumption.

21 Q. Yes. And you knew -- you knew that there  
22 was a civil nonmonetary judgment against me from a  
23 U.S. federal judge that I had committed fraud on the  
24 case, correct?

25 A. I was aware that -- yes, that there was

1 a -- there was a judgment that said that the --  
2 I'm going to put it in my own words -- that the --  
3 the case in Ecuador could never be -- was not --  
4 basically was not recognized by the United States  
5 because they -- it was -- they claimed, or it was  
6 stated that it was one with fraudulent means or -- I  
7 don't -- I mean, that's not a very good description,  
8 but those are my words and my understanding.

9 Because lawyers use words that I might not use.

10 Q. You were aware that despite that judgment  
11 against me, that the underlying case was being  
12 enforced against Chevron's assets in Canada, correct?

13 A. Correct.

14 MS. CHAMPION: Objection, lacks  
15 foundation.

16 BY MR. DONZIGER:

17 Q. And you were aware, because I've told you  
18 this -- Well, let me rephrase.

19 You were aware at some point when we  
20 were working together that Canada's Supreme Court  
21 had ruled that the Ecuadorian plaintiffs had the  
22 right to try to pursue an enforcement action in  
23 Canada's courts, correct?

24 A. My understanding was that they were --  
25 I mean, I can't say 100 percent that that was my

1 clear understanding because I was not close to the  
2 legal proceedings that were going on there at all.

3 But I was under the impression that  
4 things were moving forward as expected with, you  
5 know, the expected appeals and -- I don't -- the  
6 process that seems to take a very long time. But I  
7 was aware that I was in Canada being attempted --

8 Q. Well, you were -- I'm sorry. Go ahead.

9 A. -- being attempted to --

10 Q. Go ahead. I apologize.

11 A. I'm done. I'm done.

12 Q. Just sort of to cut to the chase, you were  
13 aware that the Ecuadorians maintained a judgment  
14 enforcement action against Chevron in Canadian  
15 courts, correct?

16 A. Yes. And that's why there was legal action  
17 in Canada, yes.

18 Q. And you were aware that the decision by  
19 Judge Kaplan in the RICO case against me does not  
20 block the right of the Ecuadorians to pursue  
21 enforcement of Chevron in Canada, correct?

22 A. Correct. My understanding was outside of  
23 the U.S., it was -- you could enforce it wherever --  
24 or wherever anyone chose to enforce it.

25 Q. And I had told you that previous funders of

1 the litigation had been either subpoenaed or sued by  
2 Chevron, correct?

3 A. Correct.

4 Q. So you knew getting into your work with me  
5 that this would be a tough situation potentially,  
6 correct?

7 A. I -- I would say today that I was not fully  
8 aware, or maybe did not fully appreciate it. But I  
9 do now.

10 Q. You recognize, Katie, that as an adult  
11 business owner, you had a responsibility to do your  
12 own due diligence about the risks involved in this  
13 work, correct?

14 A. I was in the process of doing that.  
15 I believe that information and due diligence and  
16 figuring things out regardless of where you want to  
17 put your time and energy takes time. And I was in  
18 the -- I was in the process of doing -- of doing  
19 that.

20 MS. CHAMPION: I just want to --  
21 I didn't have a chance to state an objection.  
22 I object to that question to the extent it calls for  
23 a legal conclusion, lacks foundation.

24 BY MR. DONZIGER:

25 Q. You know, Katie, that the RICO judgment by

1 Judge Kaplan is publicly available, correct?

2 A. I -- Yes.

3 Q. Did you ever read it?

4 A. No.

5 Q. "Yes" or "no"?

6 But you knew it was available to read,  
7 right?

8 A. I knew it was 500-some-odd pages, and it  
9 was available, correct.

10 Q. When you said I misled you about the RICO  
11 case, how exactly do you think I misled you? If you  
12 believe that. Maybe you don't. Well, let me  
13 rephrase.

14 Do you still believe that I misled you  
15 about the RICO case?

16 A. I believe that I was -- was misled, I would  
17 say just in general. And I would put the RICO case  
18 in there in the same context that -- while I was  
19 very clear that I didn't have the legal wherewithal  
20 to understand it, that there were possibly areas  
21 that were not explained to me. And that could be  
22 characterized as being misleading.

23 Q. Well, specifically, as you sit here today,  
24 what do you think -- what do you think was not  
25 explained to you that should have been explained to

1       you by me?

2           A.   I don't -- you know what?  I haven't given  
3       it that much thought.  I'm just trying to move away  
4       from this.

5           Q.   Those are words that Chevron's lawyers  
6       wanted in your affidavit, right?

7           A.   I'd have to look at the draft and see.  
8       I mean, as I said, some of it was -- a part of it  
9       could have been a part of the original draft.  
10      And what I explained were my words were my words.

11                   MS. CHAMPION:  Objection, calls for  
12      speculation.

13      BY MR. DONZIGER:

14           Q.   Based on your involvement in this matter  
15      from beginning to today, do you believe that Chevron  
16      has any lack of integrity in the way it's conducted  
17      itself?

18                   MS. CHAMPION:  Objection, calls for  
19      opinion, outside the witness's knowledge.

20      BY MR. DONZIGER:

21           Q.   You can answer.

22           A.   I think the -- all I can say is that this  
23      process has been overwhelming, fascinating, not in  
24      the spirit of cooperation, and with no regard for  
25      the human beings involved.



1                   And I say that from my perspective only.  
2           There is no compassion from all -- from the triangle  
3           that I've been trying to get out of.

4           Q.   Almost done.  I'm so sorry you have to go  
5           through this, Katie.  I really am.

6                   Just the first -- I'm sorry -- the  
7           second sentence in paragraph 26.  You say, "During  
8           the time I knew him," meaning me, "I experienced a  
9           lack of integrity."

10          A.   I see that.

11          Q.   You never -- Yes.  My question is, you  
12          never told me that to my face during the time we  
13          worked together, did you?

14                   MS. CHAMPION:  Objection, argumentative,  
15          badgering.

16          BY MR. DONZIGER:

17          Q.   You can answer.

18          A.   I never told you that to your face.  
19          I alluded to it when I last saw you in person, and I  
20          said, I just am trying to figure out, either where  
21          the bones or where the bodies are buried, and if  
22          you're using me.

23          Q.   Where did you tell me that?  Where were we?

24          A.   We were at a hotel in the lobby trying to  
25          go through all of the contracts so that I could

1 understand missing pieces, and there was some -- I  
2 don't know -- one of the -- I don't know if it was  
3 Agustin or a couple Ecuadorians kind of came in at  
4 the -- towards the end, and I had to leave for the  
5 train.

6 Q. You never questioned my integrity during  
7 your first deposition, did you?

8 MS. CHAMPION: Objection. I don't even  
9 understand what that question -- What are you  
10 asking?

11 MR. DONZIGER: Don't worry about it,  
12 Anne, okay? You guys wrote an affidavit where she  
13 questions my integrity. I'm asking her about it.

14 BY MR. DONZIGER:

15 Q. Please answer the question.

16 MS. CHAMPION: Do you mean during the  
17 deposition did she question your integrity? It's an  
18 unclear question.

19 MR. DONZIGER: Let me rephrase.

20 BY MR. DONZIGER:

21 Q. Katie, you remember you were deposed by  
22 Chevron, I think in July, right?

23 A. I don't know when it was. But it was --  
24 yes, I was deposed --

25 MS. CHAMPION: In June, I believe, 21st

1 or something like that.

2 THE WITNESS: -- by Chevron.

3 BY MR. DONZIGER:

4 Q. So over the summer of this year, you were  
5 deposed by Chevron -- Chevron's lawyers, I believe  
6 in Boston, correct?

7 A. Yes.

8 Q. And that deposition lasted a few hours?

9 A. Five, five and a half.

10 Q. During that deposition -- that is, during  
11 your testimony on record during that deposition --  
12 you never questioned my integrity, did you?

13 A. I was never asked about your integrity, if  
14 that's what you were asking.

15 Q. That was the subject to a great degree of  
16 questioning during that deposition, correct?

17 A. There were -- Yes. I mean, you're the  
18 subject of all of this. So, yes, it was confined to  
19 three areas, but . . .

20 Q. Had you wanted to question my integrity  
21 during that deposition, you could have, correct?

22 MS. CHAMPION: Objection, calls for  
23 speculation, lacks foundation.

24 BY MR. DONZIGER:

25 Q. You can answer.

1           A. I guess I'm a little confused because I  
2 wasn't asking questions. Questions were being asked  
3 of me.

4           Q. Well, you certainly never questioned my  
5 integrity prior to the time that Chevron subpoenaed  
6 you in March of this year, correct?

7           A. I did without sharing it to you  
8 specifically. I was questioning that there was a  
9 lot of contracts that hadn't been finalized. And I  
10 was confused by that.

11                       So I would put that into a category of  
12 not following through on promises. And then I  
13 learned through the nature of this work that there  
14 is not a lot of transparency, probably for really  
15 good reasons, and then for reasons that people are  
16 just conditioned to not have. And that was very  
17 hard for me to work in. It was becoming hard for me  
18 to work in.

19           Q. You understand that I told you that Chevron  
20 had paid people to follow me around Manhattan at one  
21 point, correct?

22                       MS. CHAMPION: Objection. Outside the  
23 scope. Where are you going with this? Are you  
24 testifying or is she?

25                       MR. DONZIGER: Anne, chill, babe.

1 Sorry.

2 MS. CHAMPION: I'm very chill, Steven.

3 MR. DONZIGER: It goes to the issue of  
4 transparency and why certain informations were not  
5 given to everybody, which is the subject of her  
6 affidavit. Let me continue questioning.

7 BY MR. DONZIGER:

8 Q. Katie, can you please answer the question.

9 A. I was aware from what you told me that  
10 Kroll or some company followed you around, from what  
11 you -- from what you told me.

12 Q. You were aware of what you would describe  
13 as a lack of organization with some of our contracts  
14 when you began working with me in October of 2017,  
15 correct?

16 MS. CHAMPION: Objection, misstates the  
17 witness's testimony, lacks foundation.

18 THE WITNESS: I was aware of an  
19 organizational need. If that's the question, then,  
20 yes, I was aware of that.

21 BY MR. DONZIGER:

22 Q. And you introduced the investment  
23 opportunity to Tony Abbiati in December of 2017,  
24 correct?

25 A. In November.

1 Q. November of 2017?

2 A. Yes.

3 MR. DONZIGER: Anne, I have no further  
4 questions for Katie. Are you going to redirect?

5 MS. CHAMPION: Yes. Just briefly.

6 MR. DONZIGER: Okay.

7 REDIRECT EXAMINATION

8 BY MS. CHAMPION:

9 Q. Ms. Sullivan, you testified earlier in  
10 response to Mr. Donziger's question that you were  
11 working to help him raise money for his Ecuadorian  
12 clients to pay litigation expenses.

13 Do you recall that?

14 A. I was helping -- yes -- helping making  
15 introductions.

16 Q. I just want to refer you to Exhibit 30 to  
17 your declaration, which should be pretty close to  
18 the bottom there. I think there's 39 exhibits  
19 total, so it's No. 30.

20 You understood that you were helping to  
21 raise money for other purposes as well, right?  
22 I mean, not strictly to pay litigation expenses?

23 A. Yes. For -- yes, there was nonlegal  
24 expenses.

25 Q. Just briefly looking at this budget, you

1       helped prepare this; is that correct?

2           A.   Um --

3           Q.   It's page -- it's on the second page --

4           A.   Oh, yes, I do.

5           Q.   -- of the exhibit.

6           A.   Yes.

7           Q.   So you helped prepare this budget with  
8       input from Steven, correct?

9           A.   Correct.

10          Q.   And this includes a category for "PR costs,"  
11       correct?

12          A.   Yes.

13          Q.   "Stipend payments"?

14          A.   Yes.

15          Q.   And the stipend payments are to Simon  
16       Billenness, correct?

17          A.   Correct.

18          Q.   Mr. Aulestia, Juan Aulestia?

19          A.   Correct.

20          Q.   Luis Yanza?

21          A.   Correct.

22          Q.   Rex Weyler?

23          A.   Yes.

24          Q.   And FDA --

25          A.   Yes.

1 Q. -- correct? His own client? Isn't that  
2 Mr. Donziger's own client: the FDA?

3 A. I understood he was representing them.

4 Q. And it also includes some payments to --  
5 well, projected payments to Streamline for  
6 administrative and accounting reasons, correct?

7 A. Correct.

8 Q. And so none of the people here -- I mean,  
9 these people were not being paid to represent the  
10 Ecuadorian plaintiffs in any litigation; is that  
11 correct?

12 A. They're not lawyers, so I would assume that  
13 that is correct.

14 Q. And the PR costs, these weren't -- these  
15 aren't to lawyers either, right? These people  
16 aren't being paid to represent the Ecuadorian  
17 plaintiffs in any legal proceeding?

18 A. That's my understanding, correct.

19 Q. How about Mr. Page? Does he represent the  
20 Ecuadorian plaintiffs in any legal proceedings?

21 MR. DONZIGER: Objection. She doesn't  
22 know the answer to that.

23 THE WITNESS: I'm unaware. I don't  
24 know.

25 MR. DONZIGER: I mean, that's a matter



1 of public record. I mean, just -- I get it.

2 I mean, it's a matter of public record.

3 MS. CHAMPION: Mr. Donziger, I'm asking  
4 the questions now. If you want to state an  
5 objection, state it briefly, okay?

6 BY MS. CHAMPION:

7 Q. Mr. Donziger, does he represent the  
8 Ecuadorian plaintiffs in any legal proceedings?

9 A. I'm not sure.

10 MR. DONZIGER: Objection. Objection.

11 BY MS. CHAMPION:

12 Q. Do you know whether he's even licensed to  
13 practice law at this point? Does he have a license  
14 to practice law; are you aware?

15 A. I was aware that it was under scrutiny or  
16 there was a threat of it being -- I don't know what  
17 you call it -- taken away, is the only word that  
18 comes to mind.

19 Q. But you're not aware whether he represents  
20 the Ecuadorian plaintiffs in any legal proceedings?

21 A. I would have no knowledge of that.

22 Q. And, you know, you -- you testified earlier  
23 in response to some of Mr. Donziger's questions, he  
24 asked you -- and, again, if I get it wrong, please  
25 correct me -- but something like, you know, that he

1 had told you that the funds earmarked for him were  
2 for past unreimbursed expenses.

3 Do you remember that?

4 A. Yes.

5 Q. But you never saw documentation of those  
6 past expenses, did you, these supposed past  
7 unreimbursed expenses?

8 A. I never saw specific documents, correct.

9 Q. And in fact, weren't you asked to work on  
10 this issue a little bit to -- to show -- help Steven  
11 show the FDA what he had personally invested in the  
12 case? Do you remember that?

13 A. There was a -- yes, to basically reconcile  
14 what he had put into the case personally.

15 Q. And were you able to substantiate that?

16 A. No.

17 Q. Now, you also testified about your trip to  
18 Ecuador. You said you saw some of the -- some oil  
19 contamination there; is that correct?

20 A. Yes.

21 Q. Are you aware whether Chevron has ever  
22 operated in Ecuador?

23 A. I believe it was Texaco at the time.

24 Q. So you're not aware whether Chevron's ever  
25 operated in Ecuador?

1           A. I know that there was a merger between --  
2 Chevron purchased Texaco. I don't know -- I can't  
3 tell you when or -- you know, the details of that.

4           Q. Yes, understood. So what is your  
5 understanding of when any TEXPET-affiliated company  
6 last operated -- I mean Texaco-affiliated company  
7 last operated in Ecuador?

8           A. I would be making a guess.

9           Q. So you don't know?

10          A. I don't know. Long time ago.

11          Q. Decades ago even?

12          A. Perhaps. I don't --

13                   MR. DONZIGER: Objection.

14                   THE WITNESS: I don't have a timeline.

15 BY MS. CHAMPION:

16          Q. And do you know the names of the sites that  
17 you were taken to on this trip?

18          A. I do not.

19          Q. And do you know whether they were sites  
20 that were ever operated in any way by any Texaco-  
21 affiliated company?

22          A. I would have no way of validating that.

23          Q. Do you know how long it's been since  
24 Petroecuador has been exclusively operating the  
25 sites in that region?

1           A.   No idea.

2                   MR. DONZIGER:  Objection.

3   BY MS. CHAMPION:

4           Q.   Do you have any familiarity with  
5   Petroecuador's environmental record?

6           A.   Zero.

7           Q.   You've stated already that you didn't read  
8   the RICO decision.  Are you familiar with the BIT  
9   decision?  Do you know what that means?

10          A.   No idea.

11          Q.   So you haven't read it, I'm assuming?

12          A.   I don't . . .

13          Q.   The BIT is an arbitration between the  
14   Republic of Ecuador and Chevron and I believe  
15   TEXPET, the Texaco affiliate that operated in  
16   Ecuador.

17          A.   Yes.

18          Q.   But you haven't read that; you're not  
19   familiar with that?

20          A.   No idea.

21          Q.   You testified earlier also that Chevron had  
22   not threatened to file a lawsuit against you; is  
23   that correct?  Had not.

24          A.   I testified that I saw a letter that was  
25   concerning that I could be -- I don't -- considered

1 a co-conspirator or having violated a preservation  
2 order. However -- that was in the air somewhere.  
3 I don't know legally what that translates to.

4 Q. And that was a letter filed with the court;  
5 is that your understanding?

6 A. Correct. In response to my attorney trying  
7 to put in some limits in a protective order so I  
8 wouldn't be --

9 Q. Understood.

10 A. -- hung out to dry.

11 Q. But Chevron never sent a letter to you or  
12 your attorney threatening to file a lawsuit against  
13 you?

14 A. I never -- Not that I'm aware of.

15 Q. And in your communications with Mr. Blume  
16 and I or anyone else from the Chevron -- who  
17 represents Chevron that has spoken to you or to your  
18 attorneys, none of them has ever threatened to file  
19 a lawsuit against you that you're aware; is that  
20 correct?

21 A. That's correct. It was just the letter  
22 that was filed with the courts.

23 Q. But Mr. Page threatened to file a lawsuit  
24 against you; isn't that correct?

25 A. There was a threat that I didn't know what

1       it meant, but it meant that they're -- yes. I  
2       felt -- I didn't know what to think. I didn't --  
3       I received a -- you know, put me in touch with your  
4       lawyer, paraphrasing, or else we'll have to do  
5       something. And I was like . . .

6           Q. But you understood that to be a threat to  
7       take you to court for something; is that correct?

8           A. I -- Yes.

9           Q. Did you have any other conversations with  
10      Mr. Page other than what's in the text message about  
11      that?

12          A. No.

13          Q. And the text message I'm referring to is  
14      also an exhibit to your declaration. It is  
15      Exhibit 37, I believe. And that message, sent to  
16      you, if I'm reading this correctly, on April 23,  
17      does that sound about right, of this year --

18          A. Yes.

19          Q. -- 2018?

20                   And he says to you, "If we can't hear  
21      from you, we may need to send a litigation hold  
22      letter, and perhaps intervene, which I had hoped  
23      wouldn't be necessary."

24                   Do you see that?

25          A. Yes.

1           Q. "Your lawyer should be able to ask Chevron  
2           for more time, start a discussion, and we can all  
3           work out a process that gets Chevron off your back  
4           and avoids court. Otherwise, we may need to go to  
5           court, which would suck," correct?

6           A. Correct.

7           Q. So you interpreted that as a threat to take  
8           you to court; is that correct?

9           A. Correct.

10          Q. I'm just going to quickly run through some  
11          documents. If you look at what's Exhibit 2 to your  
12          declaration. I mean, is it your recollection that  
13          Mr. Donziger frequently made the claim that the RICO  
14          judgment was based on fabricated evidence?

15          A. Yes. There was a -- someone was paid off  
16          and -- yes. There was -- I think that -- that's the  
17          one that comes to mind.

18          Q. And so this Exhibit 2 to your declaration  
19          is an email that Steven forwarded you from May 15,  
20          2017, correct?

21          A. March? Are you on 2?

22          Q. Yes. I believe so. Am I -- Let me make  
23          sure I have the right document. Hang on. Sorry.

24          A. Oh, May 15. Sorry. It was on the  
25          subsequent page.

1 Q. Oh, sorry about that. Did I flip it and  
2 didn't even realize it.

3 So this is an email that is on May 15,  
4 2017 that Donziger forwarded to you, correct?

5 A. Correct.

6 Q. And it was an email to David Friedman, do  
7 you see that?

8 A. Yes.

9 Q. And Mr. Friedman was an investor he was  
10 soliciting?

11 A. I assume so. I don't -- that name -- I  
12 don't know that name beyond looking at this email.

13 Q. And here he is explaining to him, if you  
14 look at the third paragraph down where he says,  
15 "The decision in the RICO case, which we believe is  
16 deeply flawed."

17 Do you see that?

18 A. Yes.

19 Q. And he goes on to say "is currently being  
20 appealed to the U.S. Supreme Court on the grounds  
21 that Chevron fabricated much of the evidence relied  
22 on by the U.S. trial court."

23 Do you see that?

24 A. Yes.

25 Q. And is that consistent with other claims



1       that you heard Donziger make about the RICO  
2       judgment?

3             A.   Yes.   I think that's consistent.

4             Q.   And just looking at Exhibit 1 -- I guess I  
5       should have started with that one, but we'll go back  
6       to it.

7                     And Steven also often talked about his  
8       out-of-court strategies and the pressure campaign;  
9       is that correct?

10            A.   Yes.

11            Q.   So if we look at Exhibit 1, do you see that  
12       there's an email from Mr. Donziger -- it's about the  
13       third email down -- January 18, 2018.

14                     Do you see that?

15            A.   Yes.

16            Q.   And so this whole email string, if you look  
17       down further -- just take a minute to look at it --  
18       is -- relates to the Calgary conference, right, the  
19       conference that they were setting up through the  
20       University of Calgary?

21                     Do you see that?

22            A.   I do.

23            Q.   And Donziger forwards it to you and some  
24       other people, do you see that, at 4:57 p.m. on  
25       January 18?

1 A. Yes.

2 Q. And he says, "The below is a key part of  
3 our out-of-court strategy."

4 Do you see that?

5 A. I do.

6 Q. And he forwards that to you, Mr. van  
7 Merkensteijn, and Mr. Watson; is that correct?

8 A. Yes.

9 Q. And going to Exhibit 5 of your declaration,  
10 now, this is an email -- an email chain from  
11 February 4, 2018.

12 Do you see that?

13 A. Yes.

14 Q. And in the bottom email, the one at  
15 5:47 p.m., Mr. Donziger says, "Friends, Let's  
16 discuss a way we can do research on the Canadian  
17 fund scene to mobilize support for the resolutions  
18 and against Chevron in Canada."

19 Do you see that?

20 A. Yes.

21 Q. What did you understand him to mean by "the  
22 Canadian fund scene"?

23 A. I'm not sure I actually read that because I  
24 don't know what that means.

25 Q. What about "mobilize support for the

1 resolutions and against Chevron in Canada"?

2 Just take a minute to look at it if you  
3 need to refamiliarize yourself with it.

4 A. Honestly I don't know.

5 Q. Well, the top email may help a little bit.  
6 So the top email is from Mr. Billenness, correct?

7 A. Yes.

8 Q. And what did you understand his work to be?

9 A. He was a shareholder activist, advocate, or  
10 something of that nature.

11 Q. And do you know Anton Tabuns?

12 A. I don't know him. I know who he is.

13 Q. And what was your understanding of why he  
14 was asked to work on the matter?

15 A. To -- he was -- I understood him, he was an  
16 attorney in Canada and that he was going to work  
17 with Steven to help leverage Steven's time and work  
18 on various projects.

19 Q. Including with Mr. Billenness; is that  
20 correct? I mean, Mr. Billenness says at the end of  
21 the email, "I'm very happy to work with Anton again."

22 Do you see that?

23 A. I do. I didn't -- I was not aware of their  
24 prior -- any prior work relationship or how that  
25 would be constructed.

1 Q. Right. But that he -- that Anton is going  
2 to be working with Mr. Billenness on the work that  
3 Mr. Billenness does, correct?

4 A. From this email, yes.

5 Q. It also says -- Mr. Billenness says -- he  
6 talks -- he says -- quoting the email, "Thanks,  
7 Steve. We already have a strong foothold in Canada  
8 with the addition this year of NEI, the Vancouver  
9 mutual fund manager, as a co-sponsor of the  
10 independent chair resolution."

11 Do you see that?

12 A. Yes.

13 Q. Does that refresh your recollection about  
14 what was meant in the lower email about research on  
15 the Canadian fund scene to mobilize support for the  
16 resolutions?

17 A. Maybe -- the only thing I can think of now  
18 is that if you get -- if you have funds or companies  
19 that are top shareholders in Chevron, that they can  
20 influence their -- the proxy or write letters or do  
21 something. That's what I have come to understand.

22 Q. And the second paragraph of  
23 Mr. Billenness's letter says, "We can build on that,  
24 but it has to be in coordination with NEI and Zevin."

25 Do you see that?

1 A. Yes.

2 Q. And then he says, "It's very bad optics -  
3 possibly even counterproductive - for legal team to  
4 be seen doing it."

5 Do you see that?

6 A. Yes.

7 Q. And he says, "That's what you have me for"?

8 A. Yes.

9 Q. And Exhibit 6, this is another email that  
10 Mr. Donziger has forwarded to you, right? It seems  
11 like he often did that; is that correct?

12 A. Yes. I was always happy to learn or  
13 listen -- you know, receive or listen so I could  
14 learn.

15 Q. And then again, do you see the email at the  
16 bottom -- this is from Pat Tomaino at Zevin.com?

17 A. Yes.

18 Q. And it's to, you know, some folks, not  
19 including you, but cc'ing Mr. Billenness; do you see  
20 that?

21 A. Yes.

22 Q. And he says at the top, "Hello colleagues,  
23 I wanted to share Chevron's statement of opposition  
24 to our independent chair policy proposal," correct?

25 A. Yes.

1 Q. Do you see that?

2 And so is it your understanding that  
3 this is the proposal that's discussed in that email  
4 that we just looked at?

5 A. They could be linked. I honestly have no  
6 way of validating that.

7 Q. But the prior email mentions Zevin; isn't  
8 that correct?

9 A. Um --

10 Q. You can refer back to it if you want.

11 A. Yes. I knew that there was some letters  
12 being prepared to the board or to shareholders or --  
13 that were going -- I don't know where.

14 Q. And that -- you know, the purpose of that  
15 wasn't so that Chevron could win in the Canadian --  
16 its enforcement action in Canada, right?

17 A. I would say that it was a strategy, along  
18 with what was happening in the courts. I would put  
19 this in the category of out-of-court strategy.

20 Q. And just moving on to Exhibit 7, so this is  
21 a pretty long email chain. Just take a minute maybe  
22 to look it over. And this is another email chain  
23 that Donziger has forwarded to you and -- just to  
24 you, I guess, from January 10, 2018.

25 Do you see that?

1 A. Yes.

2 Q. And if you look at the last email in the  
3 chain, it starts on -- it starts on the bottom of  
4 the second page, the very bottom, Friday, December 8,  
5 2017.

6 Do you see that?

7 A. Yes.

8 Q. From Mr. Donziger, correct?

9 A. Yes. Looks like a mail server on behalf of,  
10 yes.

11 Q. Okay, yes. Got you. To Tony Chapelle at  
12 Agenda Week.

13 Do you see that?

14 A. Yes.

15 Q. And then did you understand -- why do you  
16 think Mr. Donziger was sharing this email with you?

17 A. To keep me apprised of what was going on in  
18 addition to -- yes, just to keep me apprised of what  
19 was going on.

20 Q. So if you look at the email that he sent to  
21 Mr. Chapelle, he says at the beginning, "Journalists  
22 and colleagues."

23 Do you see that?

24 A. Yes.

25 Q. And he says, "I write to inform you about

1 two developments in the campaign by indigenous and  
2 farmer communities in Ecuador to hold Chevron  
3 accountable."

4 Do you see that?

5 A. Yes.

6 Q. And he talks about -- you know, I'm  
7 paraphrasing -- but that the AFN signed a joint  
8 protocol with Ecuador's national indigenous  
9 federation.

10 Do you see that?

11 A. Yes.

12 Q. And it says here that the purpose of this  
13 protocol is "to hold Chevron accountable for  
14 violations of First Nations rights in both  
15 countries."

16 Do you see that?

17 A. Um . . .

18 Q. It's kind of in the middle of that first --  
19 of that paragraph that begins with "first."

20 A. I'm looking for it, the purpose.

21 Q. Well --

22 A. I don't see "the purpose." Are you in the  
23 second paragraph?

24 Q. Why don't we just read the whole sentence.  
25 It's a very long sentence. I was trying to avoid



1 it. But the paragraph beginning with "First"?

2 A. Okay.

3 Q. "First, this week in Ottawa, the Canada  
4 Assembly of First Nations (AFN) - which represents  
5 634 nationalities in Canada and is probably the most  
6 influential organization of indigenous leaders in  
7 the world - signed a joint protocol with Ecuador's  
8 national indigenous federation (CONAIE) and the  
9 Front for the Defense of the Amazon (FDA) to hold  
10 Chevron accountable for violations of First Nations  
11 rights in both countries."

12 Do you see that?

13 A. Yes.

14 Q. So is it fair to say this is another out-of-  
15 court strategy?

16 A. I would classify it as that.

17 Q. And then going further down, it says --  
18 do you see the paragraph starting "Second"?

19 A. Yes.

20 Q. "On behalf of my clients in Ecuador, I  
21 recently sent evidence to the U.S. Department of  
22 Justice that Chevron and some of its lawyers engaged  
23 in a criminal conspiracy to present false evidence  
24 in the RICO matter to try to taint the Ecuador  
25 judgment."

1 Do you see that?

2 A. Yes.

3 Q. And how about the next paragraph, "I am  
4 also resending this article by Greenpeace cofounder  
5 Rex Weyler. Weyler writes that Chevron's toxic  
6 dumping in Ecuador reveals 'almost unthinkable  
7 corporate irresponsibility, intimidation, and  
8 arrogance.'"

9 Do you see that?

10 A. Yes.

11 Q. Did you understand these things to have  
12 anything to do with enforcing a judgment in the  
13 Canadian court?

14 A. I would again put them in the category that  
15 it was part of the out-of-court strategy.

16 Q. And so if the out-of-court --

17 MR. DONZIGER: Anne --

18 BY MS. CHAMPION:

19 Q. -- if the out-of-court strategy was not  
20 intended to --

21 MR. DONZIGER: Anne --

22 BY MS. CHAMPION:

23 Q. -- to win the enforcement action in Canada,  
24 what exactly was it intended for, in your  
25 understanding.

1 I'm sorry. Mr. Donziger, do you have an  
2 objection to the question?

3 MR. DONZIGER: No. I'm trying to figure  
4 something out on the time front. How much longer do  
5 you think you're going to have?

6 MS. CHAMPION: Not very much longer.  
7 About, you know, maybe 10-15 more minutes.

8 MR. DONZIGER: Go ahead.

9 THE WITNESS: Can you repeat that  
10 question.

11 MS. CHAMPION: Can you read it back,  
12 court reporter?

13 THE COURT REPORTER: I don't think I  
14 can --

15 MS. CHAMPION: Okay.

16 THE COURT REPORTER: -- because he kept  
17 interrupting and you kept going.

18 MS. CHAMPION: Oh, no problem.

19 BY MS. CHAMPION:

20 Q. So you testified that you understood these  
21 things to be out-of-court strategies, right?

22 A. Yes.

23 Q. So my question is, if it was your  
24 understanding that these actions were not aimed at  
25 winning an enforcement action in the Canadian court,

1     what were they aimed at? What was the purpose of  
2     them? In your understanding.

3           A. I -- my understanding was that they were  
4     part of an overall strategy, which included legal,  
5     like pure legal in-the-court lawyers doing lawyering  
6     in the court.

7           And then there were other strategies  
8     that happened -- they're in the court or they're out  
9     of the court. And the out of the court would be  
10    media, shareholder resolutions, and advocacy towards  
11    that. You know, garnering support in different  
12    places and spaces with different people who could  
13    support the -- you know, to support the Ecuadorians.

14          Q. To lead to what though? What was the  
15    ultimate purpose? It wasn't to seize Chevron's  
16    assets using an executable judgment, right? These  
17    strategies weren't intended for that?

18          A. My understanding is that it was part of --  
19    they were pieces of a whole strategy and I didn't  
20    have full transparency into what that full strategy  
21    was. I had, you know, access to information along  
22    the way as I was learning.

23          Q. But what was the ultimate goal?

24          A. The ultimate goal was to have monies paid  
25    by Chevron, whether in a settlement or in a --

1 I don't know -- the court orders you to do something,  
2 which is confusing to me. But there would be some  
3 monies paid. And that would be considered kind of  
4 this train being -- reaching the last stop.

5 Q. Understood. So just looking at Exhibit 10,  
6 this is an email from Mr. Donziger to you on  
7 September 22, 2017.

8 Do you see that?

9 A. Yes.

10 Q. And so this says -- what was your  
11 understanding of why he sent this to you? And if  
12 you need a minute to look at it, go ahead.

13 MR. DONZIGER: Can I -- I apologize  
14 because I'm really in the dark. What -- can you  
15 just describe this exhibit.

16 MS. CHAMPION: Yes. They've been sent  
17 to you, Mr. Donziger. I'm just referring to the  
18 exhibits to her actual declaration. My colleague --

19 MR. DONZIGER: Anne, can I state an  
20 objection here. And I -- just please hear me out.  
21 My objection is the following: I don't know how this  
22 line of questioning relates to the scope of this  
23 deposition. I mean, as I understand it --

24 MS. CHAMPION: I can explain that  
25 perfectly, Mr. Donziger. You singled out in her

1 declaration her use of the words "pressure," "out-of-  
2 court," and whatever other word it was, and I'm just  
3 giving you examples of where you used those exact  
4 words in various documents.

5 That's what this is about. This is just  
6 redirecting her on your cross regarding the use of  
7 those words in her declaration.

8 MR. DONZIGER: I just want to finish  
9 making my objection because you interrupted me.  
10 The objection is there are parts of your affidavit --  
11 I mean, of Katie Sullivan's affidavit that to me go  
12 well beyond the scope of the deposition. The scope  
13 of the deposition, as I understand it, is whether or  
14 not -- information related to whether or not I  
15 violated the RICO judgment.

16 And you're asking her about a public  
17 pressure campaign that obviously took place, if you  
18 just look at the documents you're giving her. So,  
19 you know, there's a lot of people who could testify  
20 to this, including myself. So, you know, she had a  
21 very limited role with regard to helping with  
22 getting financing and dealing with administrative  
23 stuff.

24 So I'm questioning whether this is the  
25 most productive use of our time because a lot of

1       this stuff is stuff that, you know, she wasn't  
2       involved in, number one.

3                   And number two, it is -- even in the  
4       affidavit that she signed it's not a super big  
5       important part of that affidavit.

6                   MS. CHAMPION: I'm almost done,  
7       Mr. Donziger. Can I please continue?

8                   MR. DONZIGER: Yes.

9                   MS. CHAMPION: Thank you.

10       BY MS. CHAMPION:

11               Q. So this is an email from Mr. Donziger to  
12       you dated September 22, 2017.

13                   Do you see that?

14               A. Yes.

15               Q. And the subject is, "Canadian indigenous  
16       leaders wallop Chevron over Ecuador pollution  
17       judgment."

18                   Do you see that?

19               A. Yes.

20               Q. And the second full paragraph of that.  
21       So this is to "Journalists and colleagues," right?

22               A. This is -- this is to a list.

23               Q. A list, okay. And do you know what the  
24       name of that list was?

25               A. No idea.

1 Q. So this says, "Three" --

2 But you understood it to be going to  
3 whom?

4 A. A broad -- a broad -- yes, broad email.

5 Q. To investors?

6 A. Whoever was on that list. And I have no  
7 idea --

8 Q. You don't know who was on it?

9 A. -- who was on that list.

10 Q. Okay. But it says "Journalists and  
11 colleagues." And the second full paragraph says,  
12 "Three major Canadian indigenous leaders and a  
13 cofounder of Greenpeace have joined forces with  
14 rainforest villagers in Ecuador to force Chevron to  
15 pay the pollution judgment."

16 Do you see that?

17 A. Yes.

18 Q. So were these indigenous leaders, did they  
19 join forces in order to represent the Ecuadorians in  
20 the Canadian enforcement action?

21 A. I didn't write this so it's hard for me to  
22 say if that's true. I just received it.

23 Q. But -- and the cofounder of Greenpeace, who  
24 do you understand that to refer to?

25 A. Rex Weyler.



1 Q. And is he a lawyer?

2 A. I am not certain, but I don't think so  
3 but . . .

4 Q. And does he represent the Ecuadorian  
5 plaintiffs in any court proceeding?

6 A. No.

7 Q. So then I'm going to just go through a  
8 couple more emails here. I promise I'm almost done.

9 This is Exhibit 13 to your declaration.  
10 And this is an email from you to Mr. Donziger; do  
11 you see that?

12 A. Yes.

13 Q. Dated November 14, 2017?

14 A. Yes.

15 Q. Do you understand -- What was this? Was  
16 this you providing him comments on an email that he  
17 had drafted or you drafting an email for him?

18 Because the subject says, "Dear Cliff,"  
19 but then it's signed, "With gratitude, Steven," even  
20 though it's from you.

21 Do you see that?

22 A. Yes.

23 Q. Do you remember, did he ask you to draft  
24 this or did you just edit something he drafted?

25 A. I recall this was an attempt of how to

1 articulate to go back to another -- an investor in  
2 the case and ask for more support. And so I was  
3 offering my suggestion of how that might be  
4 articulated.

5 Q. And you see the second -- the second  
6 sentence of that email, "We have amazing momentum  
7 and are in the process of aligning with partners  
8 like you, who will bring both capital and strategic  
9 leadership to put pressure on Chevron in and out of  
10 court."

11 Do you see that?

12 A. Yes.

13 MS. CHAMPION: I'm sorry. We just --  
14 Exhibit 14 to your declaration was a document that  
15 was just in Spanish. And so we've gotten a  
16 translation of it. So I want you to just add that  
17 so that the copy of the exhibit in the record has  
18 both English and Spanish.

19 THE WITNESS: Okay.

20 MS. CHAMPION: Mr. Donziger, I'll send  
21 you that document. I'll send it to you right now.  
22 This is just a translation of what was already there.

23 MR. DONZIGER: Okay.

24 BY MS. CHAMPION:

25 Q. Exhibit 15 -- actually, I think we already

1 did this. I'm going to skip that because I think we  
2 already got that -- we pretty much captured that in  
3 another email.

4 Exhibit 31. And so this is another  
5 email that Mr. Donziger has forwarded you,  
6 December 11, 2017.

7 Do you see that?

8 A. Yes.

9 Q. And he says here -- this is an email to  
10 Mr. Krevlin. And he's an investor in the Ecuadorian  
11 judgment, correct?

12 A. Correct.

13 Q. And he had asked that Donziger prepare the  
14 budget that you helped Donziger prepare that we  
15 looked at earlier; is that correct?

16 A. He -- Yes. He wanted to see a budget.

17 Q. And so this is a transmittal email where  
18 Donziger is sending him that budget? Do you see  
19 that? At the beginning of the email it says,  
20 "Attached is a budget"?

21 A. Yes.

22 Q. So if you look down at the second full  
23 paragraph of this email, and he says, "I have some  
24 ideas about how best to structure the discount to  
25 allow us optimal flexibility for the major capital

1 partners we are seeking and whose participation will  
2 help put major pressure on Chevron to settle the  
3 matter."

4 Do you see that?

5 A. Yes.

6 Q. And that's an email from Mr. Donziger to  
7 Mr. Krevlin on Monday, December 11, 2017.

8 Do you see that?

9 A. Yes.

10 Q. And just briefly touching on, do you  
11 remember approximately how much money was put into  
12 the CWP account?

13 A. \$750,100.

14 Q. And do you know how much of that was paid  
15 to Mr. Donziger? And if you don't remember down to  
16 the last cent, that's fine. But just approximately.

17 A. I'd have to look at my declaration. But I  
18 think that there were four payments.

19 Q. Yes. You're right. It is in your  
20 declaration.

21 MR. RANKIN: Paragraph 52, page 20.

22 THE WITNESS: Yes.

23 MS. CHAMPION: Paragraph 52?

24 MR. RANKIN: Yes.

25

1 BY MS. CHAMPION:

2 Q. So of that \$750,000, you paid \$125,000 to  
3 Mr. Donziger, correct?

4 A. Yes. Three invoices for \$125,000.

5 Q. And so out of that \$750,000, how much was  
6 left in the account at the time that you closed it?

7 MR. DONZIGER: Anne, objection. It's in  
8 the declaration.

9 MS. CHAMPION: Okay. That's fine.

10 THE WITNESS: Three hundred some odd  
11 thousand.

12 MR. RANKIN: Paragraph 59.

13 THE WITNESS: \$342,045.

14 BY MS. CHAMPION:

15 Q. So of approximately \$400,000 spent out of  
16 that account, \$150,000 at least went to Mr. Donziger;  
17 is that correct?

18 A. 125.

19 Q. \$125,000?

20 A. That is correct.

21 Q. Let me just look at my notes. I don't  
22 think I have anything further.

23 I just want to confirm, you already  
24 testified to this earlier. When you signed your  
25 declaration this morning at 11:30, you believed

1 everything in there was true and correct; is that  
2 correct?

3 A. Yes.

4 Q. And you signed it under penalty of perjury;  
5 is that correct?

6 A. Correct.

7 Q. And is everything in your declaration still  
8 true and correct as you sit here now?

9 A. It is.

10 MS. CHAMPION: I don't think I have any  
11 further questions for this witness.

12 MR. DONZIGER: I'm going to do a recross  
13 on some of the points that you just redirected,  
14 Katie. It shouldn't take more than just a few  
15 minutes.

16 THE VIDEO OPERATOR: Mr. Donziger, this  
17 is the videographer. I have about 13 minutes left  
18 on my disk.

19 MR. DONZIGER: Okay. I'm going to  
20 endeavor to try to finish within that time frame.  
21 So let me get going. Thank you for that.

22 RECROSS-EXAMINATION

23 BY MR. DONZIGER:

24 Q. So, Katie, you said that -- as I understand  
25 it, you had testified that I had told you that I had

1 past unreimbursed expenses, correct?

2 A. Correct.

3 Q. And you don't know -- you don't have  
4 complete records from me on what those unreimbursed  
5 expenses are, do you?

6 A. I do not.

7 Q. And you know that this case began in 1993,  
8 correct?

9 A. I know it began a long time ago.

10 Q. And you know I've worked on it since it  
11 began for many years, right?

12 A. Yes.

13 MS. CHAMPION: Objection, lacks  
14 foundation.

15 BY MR. DONZIGER:

16 Q. So you -- so during the period of time in  
17 1990 -- from 1993 to 1999 when I was working on the  
18 case, did you ever receive any records from me with  
19 regard to unreimbursed expenses I had during that  
20 time?

21 A. No.

22 Q. The period of time beginning January 1, 2000  
23 through the end of 2005, did you ever get any records  
24 from me regarding unreimbursed expenses?

25 A. No.

1           Q. From the period of time between January 1,  
2           2006 and December 31, 2011, you never got any  
3           records from me regarding my unreimbursed expenses,  
4           did you?

5           A. The only thing -- I could have received  
6           them if they were in the boxes that Josh passed over  
7           to me. But I can't recall that specifically.

8           Q. With regard to the boxes Josh Rizack gave  
9           you, you never looked through every piece of paper  
10          in all of those boxes to figure out my unreimbursed  
11          expenses, did you?

12          A. No, I thumbed through the documents to see  
13          what was contained within them. But I never went  
14          through them in detail. I -- No.

15          Q. So when you testified just before this to  
16          the fact that you couldn't substantiate what I put  
17          in personally, that's because you never had the  
18          records to be able to do that work, correct?

19          A. Correct.

20          Q. And with regard to Ms. Champion's questions  
21          about whether Chevron threatened to sue you, you  
22          were aware, were you not, that Chevron had actually  
23          sued other funders who had helped fund the  
24          litigation on this matter prior to the time that you  
25          started working on it, correct?



1           A. I don't know what "sued" really means.  
2 I feel like I've been sued even though technically  
3 I don't think I have been. So I'm not equipped to  
4 answer that appropriately.

5           Q. Well, you were aware that Chevron had  
6 initiated litigation of some sort against prior  
7 funders of the case, correct?

8           MS. CHAMPION: How is this within the  
9 scope, Mr. Donziger? And she's not a funder, so  
10 where are you going with this?

11           MR. DONZIGER: I would just like her to  
12 answer the question.

13           THE WITNESS: I was aware that --  
14 BY MR. DONZIGER:

15           Q. Go ahead.

16           A. I was aware that prior funders were no  
17 longer involved -- were no longer involved. And I  
18 don't know if it was because of -- they were sued or  
19 lawsuits or they backed away from it because of the  
20 RICO. I don't know specifically.

21           I know what I know because of contracts  
22 that were shared with me that had information on  
23 them. But I was not aware of specific details as  
24 to -- I mean, that was part of the process of  
25 understanding who was who and where were they and

1       why and how.

2           Q.   Feel free, by the way, to answer my  
3       questions "yes" or "no" if you want.  With the next  
4       question, try to answer "yes" or "no."

5           A.   My pleasure.

6           Q.   You're aware that Chevron has the  
7       capability to sue people who helped the Ecuadorians,  
8       correct?

9           A.   Correct.

10          Q.   And you're aware that Chevron has actually  
11       sued people like myself who have tried to help the  
12       Ecuadorians clean up their environment, correct?

13                   MS. CHAMPION:  Objection,  
14       mischaracterizes the witness's testimony, lacks  
15       foundation.

16                   THE WITNESS:  I'm aware that you and  
17       other people were sued by Chevron.

18       BY MR. DONZIGER:

19          Q.   And that's part -- your awareness of the  
20       fact I was sued, for example, forms part of the  
21       reason why you said earlier that you were scared of  
22       the litigation you're involved in, correct?

23                   MS. CHAMPION:  Objection,  
24       mischaracterizes the witness's testimony.

25                   THE WITNESS:  Can you ask that question

1 again because it's not clear.

2 BY MR. DONZIGER:

3 Q. Yes. Let me try to rephrase it. So the  
4 fact that I got sued is part of the reason why you  
5 felt a little scared when Chevron subpoenaed you?

6 MR. RANKIN: Let me just say that I'm  
7 not sure she used -- adopted the word "scared"  
8 during earlier questioning.

9 MR. DONZIGER: Yes. Well, let me -- let  
10 me rephrase the question again without using that  
11 word.

12 BY MR. DONZIGER:

13 Q. Katie, the fact that I had been sued was  
14 part of the reason why you had some degree of fear  
15 when Chevron subpoenaed you, that you also might be  
16 sued, correct?

17 MS. CHAMPION: Objection, lacks  
18 foundation.

19 THE WITNESS: Now I'm totally confused.

20 MR. RANKIN: Maybe you could try the  
21 question again. I'm sorry.

22 MR. DONZIGER: Yes. I apologize. It's  
23 getting late in the day here.

24 BY MR. DONZIGER:

25 Q. So you testified earlier that you -- you

1 know, I was questioning you why you did the  
2 affidavit, I believe. And you said -- I believe you  
3 testified that you felt some fear that this would go  
4 on and on, and you might get sued.

5 Is that accurate?

6 A. There was the potential for a lot of  
7 unknowns and being -- that is correct. Being a  
8 co-contemner and violating some order was referenced  
9 and possibly in my horizon. To be determined.

10 Q. Do you feel like you're out of any  
11 potential danger at this point from that happening?

12 A. I hope but I know that there is no  
13 guarantee. I don't know what that guarantee would  
14 be. I would love to have it.

15 THE VIDEO OPERATOR: Five minutes.

16 MR. DONZIGER: I'm finished. I'm  
17 finished.

18 MS. CHAMPION: Okay --

19 MR. DONZIGER: I just want to say,  
20 before we leave the record, to Ms. Sullivan, thank  
21 you for your patience with my questions. I know  
22 this has been difficult and I really appreciate you  
23 sitting there and patiently answering my questions.

24 And with regard to Anne and your team,  
25 I think we should be in touch early next week, if

1       you don't mind, about how to handle some of the  
2       issues with this affidavit. I'll send you an email.

3               MS. CHAMPION: You need to send us  
4       promptly any objections you have, as you said, on  
5       the basis of work product. I don't see how you have  
6       any work product protection here, that is, if it  
7       ever existed, hasn't been waived. So you need to  
8       promptly inform us if you think that's the case.  
9       And I mean within the next 48 hours.

10              MR. DONZIGER: I'll deal with it as soon  
11       as I can. I hope to get it to you within the next  
12       48 hours or Monday at the latest.

13              MS. CHAMPION: All right. I don't have  
14       any questions so I think we're done.

15              MR. DONZIGER: Thank you very much.  
16       Bye.

17              THE VIDEO OPERATOR: We are off the  
18       record at 5:38 p.m. And this concludes today's  
19       testimony given by Mary Katherine Sullivan. The  
20       number of media units was two and will be retained  
21       by Veritext New York. We're off the record and this  
22       deposition is closed.

23              (Deposition concluded at 5:38 p.m.)  
24  
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2  
3 I, MARY K. SULLIVAN, have read the foregoing  
4 transcript of my deposition and except for any  
5 corrections or changes noted, I hereby subscribe to  
6 the transcript as an accurate record of the  
7 statements made by me.

8  
9 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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11 \_\_\_\_\_  
12 MARY K. SULLIVAN  
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## C E R T I F I C A T E

I, Kimberly A. Smith, a Certified Realtime Reporter, Certified Realtime Captioner, Registered Diplomat Reporter, Realtime Systems Administrator, and Notary Public in and for the Commonwealth of Massachusetts, do hereby certify that the foregoing deposition of MARY K. SULLIVAN, who was first duly sworn, taken at the place and on the date previously set forth, was stenographically reported by me and later reduced to print through computer-aided transcription, and the foregoing is a full and true record of the testimony given by the deponent.

Before completion of the deposition, review of the transcript was not requested. Any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am a disinterested person in the outcome of this cause of action.

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO ANY REPRODUCTION OF THE SAME BY ANY MEANS UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING COURT REPORTER.

Signed this 1st day of October, 2018.



KIMBERLY A. SMITH, CRR, CRC, RDR

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DATE OF DEPOSITION: SEPTEMBER 28, 2018

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MARY K. SULLIVAN

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SUBSCRIBED AND SWORN TO BEFORE ME

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379:25 <b>understood</b> 286:13 315:13 317:17,20 329:20 344:20 346:3 349:4 351:9 352:6 357:15 365:20 367:5 370:2 <b>unfair</b> 287:5 288:24 <b>unflattering</b> 285:8 285:9 <b>unit</b> 237:9 307:12 307:18 <b>united</b> 232:1 237:13 334:4 <b>units</b> 383:20 <b>university</b> 279:11 281:5 355:20 <b>unknown</b> 289:23 293:8 <b>unknowns</b> 382:7 <b>unreimbursed</b> 329:15 348:2,7 377:1,4,19,24 378:3,10 <b>unthinkable</b> 364:6 <b>use</b> 241:9 255:3 266:9 300:19,22 313:15 334:9,9 368:1,6,25 <b>usually</b> 290:21	<b>vancouver</b> 358:8 <b>varied</b> 314:23 <b>various</b> 357:18 368:4 <b>verbally</b> 327:18 <b>verification</b> 266:7 <b>verified</b> 247:14 <b>verify</b> 306:19 <b>veritext</b> 237:20,22 383:21 <b>video</b> 232:15 235:21 237:1,6,9 237:20 238:25 239:3 242:3 271:18,22 306:22 307:10,16 331:22 332:1 376:16 382:15 383:17 <b>videographer</b> 237:21 306:23 307:2 376:17 <b>view</b> 255:25 305:14 306:17 315:8 <b>villagers</b> 370:14 <b>violated</b> 351:1 368:15 <b>violating</b> 382:8 <b>violations</b> 362:14 363:10 <b>visiting</b> 324:22 <b>voice</b> 255:18 267:5 285:20 <b>volume</b> 232:12 <b>voting</b> 302:12 <b>vs</b> 237:12	<b>want</b> 251:21 260:13 263:11 267:10 279:21 287:21 289:4 294:19 300:18 301:6 302:1 308:22 309:11 312:6,6,8,9,12 323:14 336:16,20 344:16 347:4 360:10 368:8 372:16 375:23 380:3 382:19 <b>wanted</b> 239:6 253:12 260:7,10 260:11,25 267:3 267:14 270:18 271:6 277:4 281:6 282:13 289:3 308:3 331:16 338:6 341:20 359:23 373:16 <b>wanting</b> 298:24 <b>watch</b> 268:2 <b>watson</b> 356:7 <b>way</b> 244:25 251:16 254:17 255:12 266:4 284:20 286:19,25 303:15 315:15 317:17 318:10,21 326:8 326:15 338:16 349:20,22 356:16 360:6 366:22 380:2 <b>ways</b> 292:4 <b>we've</b> 372:15 <b>website</b> 306:16 315:2,13,18,25 <b>wednesday</b> 250:6 250:8 256:18,19	256:21 <b>week</b> 240:1,1,16 240:17 246:4 270:19 297:9,12 308:15 361:12 363:3 382:25 <b>weeks</b> 241:19 245:12,19,25 246:4 314:20 <b>went</b> 314:15 375:16 378:13 <b>west</b> 235:4 <b>weyler</b> 345:22 364:5,5 370:25 <b>whatnot</b> 314:10 <b>wherewithal</b> 337:19 <b>whichever</b> 314:18 <b>whispering</b> 237:4 <b>win</b> 360:15 364:23 <b>wind</b> 292:12,22 <b>winning</b> 365:25 <b>wire</b> 311:23 314:16 <b>witness</b> 235:16 236:3 239:2 242:4 243:16 244:11 247:12 262:5,19 262:25 270:22 274:6 280:5,17 294:10 300:2 305:17 308:21,24 309:1 315:12 318:20 319:6 320:8 322:19 323:25 331:20 341:2 343:18 346:23 349:14 365:9 372:19 374:22 375:10,13 376:11 379:13
<b>v</b>	<b>w</b>		
<b>v</b> 232:8 386:2 <b>validate</b> 315:16 <b>validating</b> 349:22 360:6 <b>value</b> 310:4 328:16 <b>van</b> 356:6	<b>w</b> 235:11 <b>waived</b> 383:7 <b>wallop</b> 369:16		

380:16,25 381:19 <b>witness's</b> 236:13 262:18 272:23 273:23 276:6 294:4 295:25 300:1 318:1,13 320:21 328:2 338:19 343:17 380:14,24 <b>woman</b> 302:12,17 322:20 <b>word</b> 252:25 255:3 276:19 298:9,16 299:5,9 320:9 321:22 328:11 347:17 368:2 381:7,11 <b>words</b> 253:12 255:18,19,21,24 256:1 260:21 267:4 274:14 276:2 277:15,17 277:21 297:23,24 298:20 299:17 302:23 304:4 313:23 314:4,24 316:15 319:19,23 320:4 321:16 332:25 333:3 334:2,8,9 338:5,10 338:10 368:1,4,7 <b>work</b> 246:14 247:1 247:3 278:1 279:22,24 280:1 299:9,13,20 300:3 300:4,20,22 301:3 301:7,9 302:22 303:2 310:7 318:25 323:14 325:5 336:4,13 342:13,17,18	348:9 353:3 357:8 357:14,16,17,21 357:24 358:2 378:18 383:5,6 <b>worked</b> 278:3,15 297:8 325:18 339:13 377:10 <b>working</b> 263:8 278:21 296:16,19 297:20 299:14,23 300:12,13 309:15 334:20 343:14 344:11 358:2 377:17 378:25 <b>works</b> 262:9 <b>world</b> 325:16 363:7 <b>worried</b> 282:24 289:5 <b>worry</b> 288:19 340:11 <b>wrap</b> 307:3 312:19 <b>write</b> 259:4 277:8 277:9,12 295:2,3 295:18,19 300:25 320:16 358:20 361:25 370:21 <b>writes</b> 364:5 <b>writing</b> 313:10 <b>written</b> 255:17 271:7 276:12 332:18 <b>wrong</b> 298:23 347:24 <b>wrongdoing</b> 286:7 <b>wrote</b> 248:25 295:7 313:19 319:20 340:12	<b>x</b>
		<b>x</b> 232:5,11 236:1
		<b>y</b>
		<b>yanza</b> 345:20 <b>year</b> 275:14 308:9 309:17 317:15 323:9 341:4 342:6 352:17 358:8 <b>years</b> 278:16 313:5 314:13,19 317:21 377:11 <b>yesterday</b> 257:5 257:10,14 <b>york</b> 232:2 233:6 235:5 237:15,20 269:15 293:7 383:21
		<b>z</b>
		<b>zero</b> 275:8 281:13 281:17 350:6 <b>zevin</b> 358:24 360:7 <b>zevin.com</b> 359:16

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF SEPTEMBER 1, 2016. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.



VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT 43**

CWP ASSOCIATES

1001

Simon Billenness

1/12/2018

3,622.21

CWP Associates

JAN 8, 2018 invoice

3,622.21

CWP ASSOCIATES

1001

Simon Billenness

1/12/2018

3,622.21

CWP Associates

JAN 8, 2018 invoice

3,622.21

# INVOICE

*Shareholder  
advocacy*

**FROM:**

Simon Billenness  
President, CSR Strategy Group

January 8, 2018

**Work To Be Performed: January-April, 2018**

Organize further shareholder pressure on Chevron through:

- Help defend shareholder resolutions from any challenges by Chevron at the Securities & Exchange Commission (SEC)
- Help organize press outreach by shareholders on the filing of the resolutions
- Coordinate lobbying of proxy advisory firms (ISS and Glass Lewis)
- Organize filing of a shareholder SEC complaint
- Organize an investor letter to new Chevron CEO

**For Expenses for Attending the Chevron AGM in Midland, Texas: May 2017 = \$1,122.21.**

**For Consulting Services:**

Consulting services for the months of January-April, 2018 = \$5,000

**Payment Schedule:**

\$3,622.21: immediately upon receipt of this invoice

\$2,500: March 1<sup>st</sup>, 2018

*pay  
Jan 11, 2018  
ck # 1001  
KS*

**Payment Instructions:**

**Via check**, payable to Simon Billenness, to: 1403 F Street NE, Washington, DC 20002

**Via Wire:**

Receiving Bank: Chase Bank

Receiving Bank Address: 55 Water Street, New York, NY 10003

SWIFT CODE: CHASUS33

Beneficiary Bank: Amalgamated Bank

Beneficiary Bank Address: 275 7th Avenue, New York, NY 10001

ABA/Routing: [REDACTED] 3379

Beneficiary Name: Ann Corbett and Simon Billenness

Beneficiary Account #: [REDACTED] 5393

Beneficiary Address: 1403 F Street NE, Washington, DC 20002

# **EXHIBIT 44**

April 30, 2018

Michael K. Wirth  
Chairman of the Board and CEO  
Chevron Corporation  
6001 Bollinger Canyon Road  
San Ramon, CA 94583-2324

**Re: Investor Letter on Risks from Ecuador Litigation**

Dear Mr. Wirth:

We congratulate you on your promotion this year to the role of Chairman of the Board and CEO of Chevron.

As shareholders that collectively represent \$109.44 billion in assets under management, we have a long history of successful dialogue with the Company. We wish to continue that tradition by inviting you and your new management team to an important conversation regarding the long-term interests of Chevron, its shareholders, and other key stakeholders.

One item of particular concern on our agenda is the risk posed by long-standing litigation over the acquired liability of Texaco pollution in the Ecuadorian Amazon. To further frame this aspect of our proposed dialogue, we have questions regarding the adequacy of management's disclosure of the risk to shareholders from the Ecuador litigation and whether our Company could benefit from exploring alternative approaches that might better protect future investor value.

We note that in Canada, Ecuadorian plaintiff communities have won three consecutive appellate court decisions in their attempt to attach Company assets to satisfy a \$12 billion<sup>1</sup> judgment against Chevron. Canada's [courts are currently considering](#)<sup>2</sup> whether to allow seizure of assets held by a wholly-owned Chevron subsidiary in Canada, an action which poses substantial risk to shareholders.

When Chevron acquired Texaco in 2001, it inherited significant legal, financial, and reputational liabilities stemming from pollution of the water and lands of communities in the Ecuadorian Amazon. As you know, for twenty years the affected communities brought suit against Texaco (and subsequently Chevron), and the case reached its conclusion in November 2013 when Ecuador's highest court confirmed a \$9.5 billion<sup>1</sup> judgment against Chevron.

*continued on next page...*

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<sup>1</sup> \$9.5 billion original judgment, now \$12 billion including interest.

<sup>2</sup> See, for example: "Court sets aside cash order in Ecuadorians' appeal of Chevron decision: 'Impractical' to force plaintiffs to prove they don't have the money: appeals court", CBC News, Oct. 31 2017, <http://www.cbc.ca/news/indigenous/court-appeals-ecuadorians-cheveron-cash-1.4381020>

Instead of negotiating an expedient, fair, and comprehensive settlement with the affected communities in Ecuador, Chevron management pursued a costly legal strategy that has continued for more than two decades. Along the way, it appears that management has made significant missteps, including when it moved the case from New York to Ecuador. In failing to negotiate a reasonable settlement prior to the Ecuadorian high court's ruling, Chevron's Board of Directors and management exposed the Company to a substantial financial liability and risk to its operations. Finally, as shareholders, we must note with grave concern that prior management harassed and subpoenaed Chevron shareholders who questioned the prudence of the Company's legal strategy around the Ecuadorian matter.

Chevron is on record, in the sworn statements of one of its officers, testifying that the Company is at risk of "irreparable injury to [its] business reputation and business relationships" from any potential enforcement of the Ecuadorian court judgment. Chevron is also on record that such an injury to the Company "would not be remediable by money damages."<sup>3</sup> Perhaps more concerning, Chevron's aggressive legal strategy and the deterioration of relations with affected communities in Ecuador threatens the Company's social license to operate in regions around the world where local authorities must routinely assess whether they wish to initiate or continue business dealings with Chevron.

Despite the appearance of significant liability and increasing risk with each of the Canadian lower court determinations, over time Chevron has not fully disclosed these risks in public filings or statements to shareholders. As a result, investors have petitioned the U.S. Securities and Exchange Commission to investigate whether Chevron may have violated securities law regarding potential misrepresentations or omissions of material information.

This has led shareholders to question whether the Company's leadership can properly manage the array of environmental and human rights challenges that it faces. In recent years, a significant and increasing number of shareholders have voted in support of corporate governance reforms designed to strengthen shareholder oversight of management. We note that a resolution that referenced management's mishandling of the Ecuador case and called for an independent board chair policy received the support of 39 percent of Chevron investors at the 2017 annual meeting. As a further indication of rising concern, this year investors submitted additional shareholder proposals that reference the Ecuador matter, which survived Company no-action requests and will appear in the 2018 proxy statement.

*continued on next page...*

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<sup>3</sup> Declaration of Chevron Deputy Comptroller Rex Mitchell in support of Chevron Corporation Motion for a Preliminary Injunction, filed 2/5/11, p. 4.

Mr. Wirth, as your ascension to top leadership represents the beginning of a new era in Chevron management, we believe it would set the right tone for you to broaden the existing conversation by engaging directly in constructive dialogue with investors. Toward that end, we invite you to arrange a meeting with the shareholders signed below to address the following issues, as well as any you may like to add to the agenda:

- The adequacy of the disclosure of risk to the Company's business and its operations from a full or partial enforcement of the \$12 billion<sup>4</sup> Ecuador judgment. In particular, we would be grateful for an account of how Chevron reconciles its statements citing the possibility of "irreparable damage" to its business with the Company's past public statements to shareholders, which did not reference this risk.
- A reevaluation of whether seemingly endless litigation is in the best interests of shareholders or whether management could adopt a more productive approach, such as exploring an equitable settlement, to provide proper remediation for past environmental damages and better protection of future shareholder value.
- An examination of whether existing corporate governance arrangements and board structure promote sufficient oversight of the long-term challenges that face Chevron. These include the ongoing risk presented by the Ecuador litigation, the political and human rights risks affecting areas such as Nigeria and Myanmar, as well as the existential threat of climate change – a massive risk to Chevron's business which has already manifested and is set to intensify in the long run via regulation, energy price swings, and growing market uncertainty around the viability of fossil fuel investments.

In closing, we hope this message finds you well, enjoying the transition into your new role, and open to a new path forward in dialogue with shareholders. We would appreciate hearing from you with your thoughts, as well as an invitation to meet prior to the 2018 annual meeting of shareholders. Thank you.

Sincerely,



**Bruce T. Herbert, AIF**  
Chief Executive  
Investor Voice | Newground Social Investment



**Pat Miguel Tomaino**  
Director of Socially Responsible Investing  
Zevin Asset Management, LLC

*All signatories listed on next page...*

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<sup>4</sup> \$9.5 billion original judgment, now \$12 billion including interest.



**Consortium that represents USD \$109.44 billion in total assets:**

1. Zevin Asset Management (co-organizer)
2. Newground Social Investment (co-organizer)
3. Adrian Dominican Sisters, Portfolio Advisory Board
4. As You Sow
5. Azzad Asset Management
6. Calvert Research and Management
7. Congregation of St. Basil
8. Congregation of St. Joseph
9. Dana Investment Advisors
10. Daughters of Charity, Province of St. Louise
11. Dominican Sisters ~ Grand Rapids
12. Epic Capital
13. Folksam
14. Fonds de Solidarité FTQ
15. Franciscan Sisters of Perpetual Adoration
16. Horizons Sustainable Financial Services, Inc.
17. Impact Investors
18. JLens
19. JSA Financial Group
20. Mercy Health
21. Mercy Investment Services, Inc.
22. Northwest Coalition for Responsible Investment
23. Pension Plan of The United Church of Canada
24. Priests of the Sacred Heart, US Province
25. Reynders, McVeigh Capital Management
26. School Sisters of Notre Dame Cooperative Investment Fund
27. School Sisters of St. Francis
28. Seventh Generation Interfaith Coalition for Responsible Investment
29. Shareholder Association for Research and Education (SHARE)
30. Sisters of St. Francis of Philadelphia
31. Sisters of St. Francis Charitable Trust, Dubuque
32. Skye Advisors
33. Socially Responsible Investment Coalition
34. Stance Capital
35. Unitarian Universalist Association
36. United Methodist Women

Transfer Submitted

[close window](#)

[Print this Page](#)

**Transfer status: In Process**

**Confirmation Number: 226230972**

**Transfer Accounts**

**From:** CWP Associates : Avail. Bal \$405,332.71

**To:** Simon Billenness (Amalgamated Bank)

**Transfer Details**

**Send amount**

Send amount: \$5,000.00

Additional fee: \$10.00

**Transfer description**

**Transfer dates**

Frequency: One time, immediately

Delivery speed: Next Business Day

Delivery method: ACH

Start on date: 03/14/2018

Estimated delivery date: 03/15/2018

**Note:** The receiving bank may make funds available later than this.

**Send email to recipient**

Email to:

Email from:

Subject:

Message:

**Transfer on behalf of**

Name:

ID:

Email:

Street address:

City:

# INVOICE

**FROM:**

Simon Billenness  
President, CSR Strategy Group

March 14, 2018

**Work To Be Performed: March-May, 2018**

Organize further shareholder pressure on Chevron through:

- Help organize press outreach by shareholders on the the resolutions
- Coordinate lobbying of proxy advisory firms (ISS and Glass Lewis)
- Organize filing of a shareholder SEC complaint
- Organize an investor letter to new Chevron CEO
- Attend Chevron AGM to assist in moving the resolutions and press work

*Per comm w  
w/ SRD  
ok to pay SRD  
3/14/18*

**For Consulting Services:**

Consulting services for the months of March-May, 2018 = \$5,000

**Payment Instructions:**

**Via Wire:**

Receiving Bank: Chase Bank  
Receiving Bank Address: 55 Water Street, New York, NY 10003  
SWIFT CODE: CHASUS33

Beneficiary Bank: Amalgamated Bank  
Beneficiary Bank Address: 275 7th Avenue, New York, NY 10001  
ABA/Routing: [REDACTED] 3379

Beneficiary Name: Ann Corbett and Simon Billenness  
Beneficiary Account #: [REDACTED] 5393  
Beneficiary Address: 1403 F Street NE, Washington, DC 20002

# INVOICE

## FROM:

Simon Billenness  
President, CSR Strategy Group

January 8, 2018

## **Work To Be Performed: January-April, 2018**

Organize further shareholder pressure on Chevron through:

- Help defend shareholder resolutions from any challenges by Chevron at the Securities & Exchange Commission (SEC)
- Help organize press outreach by shareholders on the filing of the resolutions
- Coordinate lobbying of proxy advisory firms (ISS and Glass Lewis)
- Organize filing of a shareholder SEC complaint
- Organize an investor letter to new Chevron CEO

## **For Consulting Services:**

Consulting services for the months of January-April, 2018 = \$5,000

## **Payment Schedule:**

\$2,500: immediately upon receipt of this invoice

\$2,500: March 1<sup>st</sup>, 2018

*Mail to  
Int'l Campaign  
for The Rohingya  
PO Box 48698*

*Pay March 1st*

## **Payment Instructions:**

**Via check,** payable to Simon Billenness, to: 1403 F Street NE, Washington, DC 20002

## **Via Wire:**

Receiving Bank: Chase Bank

Receiving Bank Address: 55 Water Street, New York, NY 10003

SWIFT CODE: CHASUS33

Beneficiary Bank: Amalgamated Bank

Beneficiary Bank Address: 275 7th Avenue, New York, NY 10001

ABA/Routing: [REDACTED] 3379

Beneficiary Name: Ann Corbett and Simon Billenness

Beneficiary Account #: [REDACTED] 5393

Beneficiary Address: 1403 F Street NE, Washington, DC 20002

*Wash DC  
20002*

*reinstated  
by SEC - ok key to  
pay new inv  
3/14/18*

# INVOICE

**FROM:**

Simon Billenness  
President, CSR Strategy Group

September 18, 2017

**Work To Be Performed: September-October, 2017**

Organize further shareholder pressure on Chevron through:

- Keep shareholders updated with news of Ecuador-related litigation
- Arrange for investors to submit SEC complaint
- Arrange for investors to send a sign-on letter to Chevron's lead director regarding the Ecuador litigation
- Continue to build and develop coalition of shareholders in advance of re-filing resolutions at Chevron in December

**For Consulting Services:**

Consulting services for the month of September-October, 2017 = \$2,000

No Anticipated miscellaneous expenses = \$0

**TOTAL = \$2,000**

**Wiring Instructions**

Receiving Bank: Chase Bank

Receiving Bank Address: 55 Water Street, New York, NY 10003

SWIFT CODE: CHASUS33

Beneficiary Bank: Amalgamated Bank

Beneficiary Bank Address: 275 7th Avenue, New York, NY 10001

ABA/Routing: [REDACTED] 3379

Beneficiary Name: Ann Corbett and Simon Billenness

Beneficiary Account #: [REDACTED] 5393

Beneficiary Address: 1403 F Street NE, Washington, DC 20002

# **EXHIBIT 46**



**From:** Steven Donziger <sdonziger@donzigerandassociates.com>  
**Sent:** Monday, March 12, 2018 7:13 PM  
**To:** Katie Sullivan <Katie@Streamlinefamilyoffice.com>  
**Subject:** FYI -- going to put this out tomorrow

---

## **Facing Critical Court Showdown, Chevron Selling Oil Assets In Canada While Trying to Evade \$9.5 Billion Pollution Liability**

Toronto – Ecuador rainforest communities trying to seize Chevron assets in Canada to enforce their \$9.5 billion pollution judgment say they are “extremely concerned” that the oil giant is undermining the rule of law by selling off critical assets in the country just before a major court showdown scheduled for next month.

Patricio Salazar, the lead Ecuadorian lawyer for the communities, said new research conducted by his team demonstrates that the oil giant has sold or been in talks to sell close to \$6 billion in Canadian assets since the enforcement case was filed in the country in 2012. Since then, the villagers have won three consecutive unanimous appellate decisions – including one from Canada’s Supreme Court -- and are on the verge of forcing the oil giant into a trial where it could be exposed for engaging in fraud to evade paying the liability.

The Canada appellate court decisions not only have shaken Chevron’s confidence in the outcome of the enforcement litigation – providing a possible motive to sell assets -- but they come at a time when the company’s large team of lawyers must appear in the Ontario Court of Appeal on April 17 to argue a critical issue in the presence of national indigenous leaders from Ecuador and Canada. The last argument before the court was attended by former National Chief Phil Fontaine and Greenpeace co-founder Rex Weyler, both of whom were highly critical of Chevron’s toxic dumping in Ecuador. (See here for background.)

The issue in the upcoming hearing – whether the Ecuadorians can collect their debt from Chevron’s wholly-owned subsidiary in Canada – will be argued for the villagers by noted commercial litigator Alan Lenczner and aboriginal rights specialist Peter Grant. If the Ecuadorians win, Chevron’s main technical defense to the enforcement action would completely collapse, according to observers.

“It is clear that there is a significant possibility that Chevron’s sudden asset sales in Canada are of such magnitude and frequency that they are disconnected from any legitimate business purpose and are designed to evade a legitimate court judgment,” said Salazar, who works for the Front for the Defense of the Amazon (FDA), the grass roots coalition which brought the case against Chevron and represents the indigenous and farmer communities in the collection of the judgment.

“Our fear is that these sales are part of a broader strategy by Chevron to inflict yet more harm its victims in the rainforest, just as the company did in Ecuador during the trial when the evidence mounted against it,” he added. “We are exploring all legal options to block future Chevron asset sales in Canada while our enforcement litigation is pending, at least without notice to the court where a determination can be made as to whether they have a legitimate purpose.”

Luis Yanza, a Goldman Prize winner and community leader in Ecuador who founded the FDA, said: “Chevron has a long history of fraudulent behavior in Ecuador and we are not going to just sit back and let major asset sales happen again in Canada without notifying the court and seeking an appropriate remedy if justified. The lives of thousands of Ecuadorians are far more important at this point than Chevron’s economic interests in evading the judgment.”

A new analysis by lawyers for the rainforest villagers shows what Salazar calls a “disturbing level” of low-profile asset sales in Canada by Chevron and its wholly-owned subsidiary, Chevron Canada. Just last week, news outlets reported that Chevron is in talks to sell its large stake in the Kitimat Liquefied Natural Gas Project in British Columbia.

In 2017, Chevron sold a \$1.5 billion stake in its Burnaby refinery along with 129 service stations. The company in 2017 also was reportedly seeking to sell a \$2.5 billion stake in its Athabasca tar sands project. The company also has sold its stakes in various storage facilities and service stations as well as a second tar sands project.

The asset sales are controversial because the Ecuadorians won a \$9.5 billion damages judgment against Chevron in 2013 in the courts of the South American nation. If Chevron dissipates its assets in Canada, there might not be enough funds to pay the judgment of the Ecuadorians and force the company to comply with the law. The Ecuador judgment is now worth \$12 billion

with interest.

Chevron had insisted the underlying environmental trial be held in Ecuador and had promised to pay any judgment as a condition of moving the case out of the United States, where the company feared a jury trial. Ecuador's courts found Chevron deliberately dumped billions of gallons of toxic waste into the rainforest and abandoned more than 1,000 open-air waste pits, decimating indigenous groups and causing an outbreak of cancer. (See [here](#) for a summary of the evidence against Chevron.) The company operated in Ecuador from 1964 to 1992.

Since losing the trial in Ecuador, Chevron has engaged in a pattern of bad faith conduct and fraud to evade paying the Ecuador liability, according to the evidence. A top-level Chevron official threatened the villagers with a "lifetime of litigation" if they continued pressing their claims, while Chevron's General Counsel said, "We will fight this until hell freezes over, and then fight it out on the ice." One Chevron lobbyist was quoted in Newsweek as saying: "We can't let little countries screw around with big companies like this." The company also admitted its strategy was to "demonize" the U.S. legal counsel for the Ecuadorians, [Steven Donziger](#).

The company also paid an admittedly corrupt witness at least \$2 million to claim that Donziger approved a bribe of the Ecuador trial judge to be able to ghostwrite the judgment. The Chevron witness later [admitted he perjured himself](#) while a [forensic report](#) proved the ghostwriting allegation was false. (See [here](#) for a detailed report on Chevron's fraud.)

Chevron also recently sent former Trump campaign manager and company lobbyist Paul Manafort – currently under criminal indictment in the United States – to secretly meet with Ecuador's new President in an apparent effort to get him to quash the case against it. (See [here](#).)

Salazar made it clear that any Chevron argument that the villagers cannot freeze asset sales because they do not have a judgment in Canada will be determined by courts. "We have fought for more than two decades to achieve the judgment that is now before Canadian courts, and Chevron has no right to dissipate its assets such that this litigation will be rendered futile at the end," he said.



# **EXHIBIT 47**

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# Canada's First Nations join Amazon fight against Chevron

Chevron Canada lawyers faced tough questions in a Toronto court last week over U.S. parent's refusal to pay \$12 billion judgment awarded to Indigenous farmers in Ecuador

BY **CHRISTIAN PEÑA**

APRIL 25, 2018 4:40 PM



Christian Peña

*Assembly of First Nations National Chief Perry Bellegarde (right) with Rafael Pandam, president of the Amazonian Indigenous Parliament of Ecuador, in Toronto on April 18.*

An Indigenous group from Ecuador was in the Ontario Court of Appeal last week trying to recover a historic \$9.5 billion judgment (\$12 billion with interest) against U.S. oil giant Chevron Corporation.

The plaintiffs in the case, the Amazonian Indigenous Parliament of Ecuador, which represents some 30,000 villagers, are asking the court to enforce an Ecuadorian court judgment from 2011 against Chevron over the dumping of billions of gallons of toxic wastewater near farming communities in the Ecuadorean Amazon that dates back to the early 1960s. Chevron is fighting the Ecuadorian court order to pay billions in damages with an army of 20 lawyers that took up most of the front rows in the Osgoode Hall courtroom where two days of hearings began on Tuesday April 17.

The plaintiffs argue that they should be able to seize the assets of Chevron Canada to pay for the pollution of its U.S. parent. The **Supreme Court of Canada** found in 2015 that Canadian courts do have jurisdiction in the matter, but that decision stopped short of determining whether Chevron Canada is an asset of Chevron Corp.

The company's lawyers argue that Ontario has no jurisdiction to enforce the Ecuador court decision. The U.S. parent company and the claim itself, they say, have no connection to Ontario.

Chevron maintains that its Canadian subsidiary is a separate company, even though 100 per cent of Chevron Canada's shares are owned by Chevron Corp through its wholly owned subsidiaries.

The stakes are extremely high for both sides. A decision for the plaintiffs could reshape Indigenous rights around the globe. In Canada, the case against Chevron is receiving support from the Assembly of First Nations (AFN) and several prominent environmental groups.

**AFN National Chief Perry Bellegarde**, and his predecessor Phil Fontaine, were both in court Wednesday (April 18) to show support.

"Investor rights should not supersede Indigenous rights," Bellegarde said during a break in proceedings outside the court. "The corporate veil shouldn't be something that anyone hides behind when lands and waters and health are affected."

Bellegarde has also written to Canada's Minister of Justice, Jody Wilson-Raybould, urging consideration of new legislation that will provide more "expeditious" enforcement of foreign judgments in Canada.

Fontaine **visited several of the affected areas** with Canadian Grand Chief Ed John last September. "What I witnessed was devastating, and shocking," says Fontaine. "Clearly Chevron has caused significant harm to the environment and to the health of the Indigenous peoples in this area and must be held accountable."

Those **transgressions**, according to the Ecuador judgment, includes, the dumping of cancer-causing "produced water" by the company into streams and rivers; the abandoning of some 900 unlined wastewater pits carved out of the floor of the Amazon jungle; frequent oil spills; poorly maintained flares to burn natural gas; and the destruction of documents establishing a Chevron policy that only major environmental events be reported to Ecuadorean government authorities.

During two days of often tense arguments, Chevron lawyers faced a series of tough questions from the three-judge panel.

Chevron Canada lawyer Benjamin Zarnett put forward the argument that “corporate separateness,” what he called a “bedrock principle” of Canadian corporate law, states that a corporation has the same legal rights as a natural person – and one of those rights is that the debts of one person cannot be visited onto another.

The key legal doctrines being relied on by the plaintiffs’ lawyers include the Execution Act, which basically states money in a judgment can be seized from any interests of the defendant.

Lawyers for the Ecuadorians argued that Chevron Corp’s 1,500 subsidiaries and holding companies, including Chevron Canada, are essentially operating as a single company.

“It is simply unfair for Indigenous peoples to win a judgment and not be able to collect because of corporate structuring related to subsidiaries,” adds Steven Donziger, the lead lawyer who took on the original case 25 years ago.

“This is a simple case involving the collection of a debt,” Dozinger said by phone in a interview with NOW last week. “There is no need to change corporate law if the court does not want to. Chevron owes the money: Chevron Canada is an asset of Chevron: thus the Ecuadorians have a right to seize Chevron Canada to collect on their judgment.”

Speaking at the conclusion of last week’s hearing, Rafael Pandam, president of the Amazonian Indigenous Parliament of Ecuador, charged Chevron with lying to Indigenous communities. He said Indigenous communities “will continue to fight this case here in Canada to seek justice.” On Monday (April 24), meanwhile, a Manhattan court issued an extraordinary “global injunction,” to bar the collection of the Ecuadorean judgment.

[news@nowtoronto.com](mailto:news@nowtoronto.com) | [@nowtoronto](https://twitter.com/nowtoronto)

🔖 Tags **First Nations, decolonization, news, feature, This week in NOW**

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**Rod Gentry**

What this comes down to is that if Ecuador was a properly functioning country, this polution would never have happened. It isn't a properly functioning country, which is something that has to be taken into consideration when considering the judgements of it's courts. If Canada, which has elements, particularly in oil, of a branch plant economy, is to be forced to apply the decisions of unreliable countries and collect those judgements against Canadian subsidiaries, Canada will be destroyed as a location for foreign investment. Which as nice as that might sound to some, will certainly end up hitting our indiginous people if the economy is cut in half. Canada has it own national interests, and it needs to consider those rather than looking first at what it can do for everyone else.

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# **EXHIBIT 48**



**From:** Steven Donziger <sdonziger@donzigerandassociates.com>  
**Sent:** Thursday, December 14, 2017 4:58 PM  
**To:** Katie Sullivan <Katie@Streamlinefamilyoffice.com>; Aaron Marr Page <aaron@forumnobis.org>  
**Subject:** urgent -- contracts for trip to Ecuador

---

Katie and Aaron,

I need to get contracts ready for execution next week in Ecuador with translations, etc. Let's talk about this first thing Friday morning to see what is feasible to accomplish in next 3 days or so. Most important are the investment contracts and the translations. Can we talk tomorrow at 10 am EST? Best, Steven

TA investment contract  
MF new contract  
GK new contract  
Eva Golinger  
Ben Barnes  
Simon Billiness for equivalent of \$100k  
KS (now or later)

Canada

John Phillips  
Peter Grant  
Phil Fontaine  
Kathleen Mahoney (later)  
Ed John: (later)  
Rex Weyler (later)

# **EXHIBIT 49**

Defensa de la Amazonia – Aguinda Environmental Damages Award  
Contingency Interests

Non-Recourse Investment Agreements

Funder I  
Glenn Krevlin

Funder II  
Cliff Eisler

*These agreements are substantially the same*

Parties

FDA

FDA

Alan Lenczner  
Funder

Alan Lenczner  
Funder

Document Name

Ecuador Judgment Investment  
Agreement

Ecuador Judgment Investment  
Agreement

Date

May 2, 2016

July 11, 2016

Language of Document

English & Spanish

English

Investment Amount

\$250,000

\$250,000

Percentage Interest

0.125000%

0.12500%

Recover / Proceeds Defined

Net recovery, including interest, fees  
& penalties and 10% due to the FDA

Net recovery, including interest, fees  
& penalties and the 10% due to the  
FDA

Dilution

Responsibility for Environmental Remediation

Follow on Investment

up to \$250,000 additional in each  
round at a 25% discount

up to \$250,000 additional in each  
round at a 25% discount

Funder III WDIS Finance LLC (John van Merkensteijn)	Funder VI Wellbeck Partners (Josh)	Funder IV Indigenous People Limited (Ian Watson)	Funder V Fenwick (Roger Waters)
<i>These agreements are substantially the same</i>			
FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder
Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement
August 24, 2016	August 24, 2016	November 24, 2016	February 3, 2017
English	English & Spanish	English & Spanish	English & Spanish
\$300,000 minus up to \$15k for legal fees	\$200,000	\$250,000 minus up to \$12.5k for legal fees	\$152,000
0.16500%	0.11000%	0.13750%	0.07600%
Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA
No dilution	No dilution	No dilution	No dilution
No responsibility	No responsibility	No responsibility	No responsibility

Funder VII  
CHV LLC  
*(Tony Abbiati & Client)*

FDA (as beneficiary of the Trust)

Trust & Board of the Trust  
US Representative  
Funder

Ecuador Judgment Investment  
Agreement

December 20, 2017

English & Spanish

\$500,000

0.25000%

Judgment Proceeds, including  
interest, fees & penalties and the 10%  
due to the FDA

No dilution without Funder's written  
consent

Priority

*parri passu* with other 3rd party equity holders, prior to any distributions to the claimants  
Wording is redundant, awkward & confusing (unless I'm not understanding)

*parri passu* with other 3rd party equity holders, prior to any distributions to the claimants  
Wording is redundant, awkward & confusing (unless I'm not understanding)

FDA Obligations

10% award used to guarantee full payment to Funder

10% award used to guarantee full payment to Funder

all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)
10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder

all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties; pro-rata compensation in event of partial collection  
Wording is awkward & confusing (unless I'm not understanding)  
10% award used to guarantee full payment to Funder



Investment Paid To	Escrow Agent	Lenzner Slaght or Escrow Agent
	<b>Escrow Agent</b>	An independent law firm in Canada other than Lenzner Slaght; Funds to be paid to Lenzner Slaght as directed by Funder
Recovered Funds		Recovered funds to be paid to escrow agent
Use of Proceeds		To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment
Assignment		Agreement may be assigned to a family member or a trust for their benefit
Governing Law	Ontario	Ontario
Missing Signatures		None missing
	<b>English Version</b>	FDA
	<b>Spanish Version</b>	Funder

Document Name	Addendum	Letter Agreement
Date	May 20, 2016	January 3, 2017
Language of Document	English	English & Spanish

Escrow Agent	Escrow Agent	Escrow Agent	Investment to be paid in accordance with the instructions of the US Rep
--------------	--------------	--------------	---

Beard Winter LLP; to be paid to Lenczner Slaght on direction of US Rep, Funder & FDA	Lenczner Slaght; to be held until use (cross-reference in Section 8 of document appears to be incorrect)	Beard Winter LLP; to be paid to Lenczner Slaght on direction of US Rep, Funder & FDA	
--	--	--	--

Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent
--	--	--	--

To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Funder entitled to consult with US Rep as to how funds are spent, with US Rep having final authority pursuant to instructions of FDA
---	---	---	--

Agreement may be assigned to a family member or a trust for their benefit	Agreement may be assigned to a family member or a trust for their benefit	Agreement may be assigned to a family member or a trust for their benefit	
---	---	---	--

Ontario	Ontario	Ontario	Ontario
---------	---------	---------	---------

Funder missing on App 2; Alan Lenczner missing on Joint App 3 (but he has signed this Joint Appendix so it just needs to be slip sheeted)	Funder & Alan Lenczner	FDA & Trust missing on App 2	Funder (we have a version signed by the Funder, but it is not the same agreement as signed by the FDA & Trust)
---	------------------------	------------------------------	--

Alan Lenczner missing on body of agreement	Funder & Alan Lenczner	Funder & Alan Lenczner missing on body of agreement	Funder
--	------------------------	---	--------

Letter Agreement	Addendum
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November 10, 2016	December 17, 2017
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English & Spanish	English
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Funding Escrow Agent

Account to be created by the FDA and US Rep; distributions in accordance with instructions of the US Rep

Account to be created by the FDA and US Rep; distributions in accordance with instructions of the US Rep

To fund legal efforts to collect the Ecuador judgment and for other puposes such as defending retaliatory actions by Chevron, maintaining communication with affected community groups in Ecuador, media relations, public education and outreach to investment community

Ontario

None missing

Funder

---

<b>Substance of Amendment</b>	Agreement may be assigned to a family member or a trust for their benefit	Percentage interest increased by .0175% from .175% to .195% to compensate Funder for more favourable rates granted to more recent investors However, original % was .125% not .175%; and in any event .175% + .0175% = .1925% 19.25000%
<b>Missing Signatures</b>	English Spanish FDA	Alan Lenczner Alan Lenczner
<b>Document Name</b>	Segundo Addendum	
<b>Date</b>	Julio 11, 2016	
<b>Language of Document</b>	Spanish	
<b>Substance of Amendment</b>	\$100,000 further investment for an additional .05000% (according to the subsequent Letter Agreement)	
<b>Missing Signatures</b>	Alan Lenczner, Funder	
<b>Document Name</b>	Letter Agreement	
<b>Date</b>	January 2, 2018	
<b>Language of Document</b>	English	
<b>Substance of Amendment</b>	\$250,000 further investment for an additional .16675% (if 25% discount, it should be .16667%)	

\$100,000 further investment, less \$5k  
for legal fees, for an additional  
.05500%

\$50k additional investment increased  
by .025% to 0.101%

\$50k wired to SRD law

None  
Funder, Alan Lenczner

FDA, Trust, SRD, Funder

\_\_\_\_\_

\_\_\_\_\_

**Follow on Investment**

right to invest up to \$500,000 in the next round at a 20% discount if that round raises \$1M from other investors; otherwise he has the right to invest only \$250,000 in the next round (no mention of discount % in this case). Right to invest at a discount expires on the earlier of 1/1/2020 and the failure to invest in the next round.  
How is "round" defined?

**Missing Signatures**

all signatures missing  
parties are different than under the original agreement; not necessarily a problem, but consider whether they should be the same

TOTAL INVESTMENT	\$600,000	\$250,000
TOTAL % INTEREST	0.34175%	0.19500%
		(math doesn't work on this %)

\$400,000	\$200,000	\$250,000	\$202,000
0.22000%	0.11000%	0.13750%	0.10100%



---

\$500,000

0.25000%

Defensa de la Amazonia – Aguinda Environmental Damages Award  
Contingency Interests

Attorney Contingency Fee Agreements

	Lenzner Slaght LLP	Steven Donziger	Aaron Marr Page (Forum Nobis PLLC)
Parties	Individual Plaintiffs FDA & Assembly of Communities Affected by Texaco Trust Lenzner Slaght LLP	FDA Steven Donziger	FDA Trust  Forum Nobis PLLC Alan Lenzner
Document Name	Retainer Agreement		Agreement for Compensation and Investment Professional Services
Date	March 1, 2012	November 11, 2017	November 11, 2017 (date on 1st page is Nov 2016, but signatures are dated Nov 11, 2017)
Language of Document	English	Spanish	English & Spanish
Services	Legal services to enforce the final judgment of the Ecuadorian Court		Prior and future legal services
Compensation	Hourly rates (at discounted rates), plus a bonus on favourable resolution. Bonus = 2 x (firm's normal rates - discounted rates charged)		
Percentage Interest		6.30000%	0.25000%

Agustin Salazar Cordova	Patricio Salazar Cordova	Eva Golinger	John Kingman Phillips (Phillips Gill LLP)	Peter Grant
		DRAFT #2 dated May 2017	Two versions of this	
FDA Agustin Salazar Cordova	FDA Patricio Salazar Cordova	FDA Trust	FDA Trust	
		Eva Golinger	Phillips Gill LLP Alan Lenzner	
		Agreement for Compensation and Investment Professional Services	Agreement for Compensation and Investment Professional Services	
			November xx, 2016	
Spanish	Spanish	English	English	
		Past and future services (political, communications, strategic services)	Prior and future legal advice and strategic consulting services	
0.25000%	0.25000%	0.12500%	Draft #1: the option to take .000208% of Recovery per hour of recorded time to a maximum of .125% (but doesn't say what the alternative is) Draft #2: \$250,000 payable <i>pari passu</i> with other interest holders (specify US\$ or Cdn\$)	

Recover / Proceeds Defined	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
Dispute Settlement	Mediation (Canada), then Arbitration (Toronto, Canada)
Missing Signatures	<div>English</div> <div>None missing</div> <div>Spanish</div> <div>Steven Donziger</div> <div>Aaron Marr Page</div> <div>Aaron Marr Page</div>

FDA & Agustin Salazar Cordova	FDA & Patricio Salazar Cordova	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
		Mediation (Canada), then Arbitration (Toronto, Canada)	Mediation (Canada), then Arbitration (Toronto, Canada)
		DRAFT - not yet executed	DRAFT - not yet executed

Document Name	Superseding Retainer Agreement
Date	November 1, 2016
Language of Document	English
Substance of Document	Continue to prosecute the action
Missing Signatures	English none missing Spanish

Defensa de la Amazonia – Aguinda Environmental Damages Award  
Contingency Interests

Payments out of Steven Donziger's Share

	Funder I Glenn Krevlin
Parties	Glenn Krevlin and Stephen Donziger
Date	February 17, 2011
Document Name	Convertible Promissory Note (missing a copy; but this note has been replaced)
Language of Document	English
Loan Amount	\$250,000
Interest Rate	6.00%
Due Date	August 17, 2011
Percentage Interest	103% of .06420% of Net Recoveries
Net Recoveries	Net recovery, including interest, fees & penalties and 10% due to the FDA

Missing Signatures

English Version

**Sherman**

David Sherman III and  
Stephen Donziger

February 17, 2011

Convertible Promissory Note

English

\$250,000

6.00%

August 17, 2011

103% of .06420% of Net Recoveries = Pro-Rata Portion  
(Part about the Net Recoveries being less than the Pro-Rata Portion makes no  
sense because by definition it will always be larger (unless I'm not understanding)

Net recovery, including interest, fees & penalties and 10% due to the FDA

Steven Donziger

---



**Date** March xx, 2012

**Document Name** Replacement Promissory Note #1

**Language of Document** English

**Substance of Document** Half of promissory note (\$128,750) transferred by Glenn Krevlin to the The Glenn J Krevlin Irr Trust FBO Adam W Krevlin Trust

**Percentage Interest** 50% of 103% of .06420% of Net Recoveries = Payment Amount  
(Part about the Net Recoveries being less than the Payment Amount makes no sense because by definition it will always be larger (unless I'm not understanding)

**Governing Law** New York

**Missing Signatures** None

**Date** March xx, 2012

**Document Name** Replacement Promissory Note #2

**Language of Document** English

**Substance of Document** Half of promissory note (\$128,750) transferred by Glenn Krevlin to the The Glenn J Krevlin Irr Trust FBO Sam A Krevlin Trust

**Percentage Interest** 50% of 103% of .06420% of Net Recoveries = Payment Amount  
(Part about the Net Recoveries being less than the Payment Amount makes no sense because by definition it will always be larger (unless I'm not understanding)

**Governing Law** New York

**Missing Signatures** Signed by Trustee on behalf of the Glenn J Krevlin Irr Trust FBO Adam W Krevlin (should be FBO Sam A Krevlin)

Apparently \$125,000 was paid off, but we have no documentation of that

A Purrington Moody Weil LLP memo dated January 23, 2012 suggests that the note holders may want to convert their Pro-Rata Portion would then not flow through Steven where they could be seized by other creditors (e.g., a judgment against him). Ste

into a direct equity interest in the award. This might be advisable since the funds  
even would need to assign part of his interest to the note holders.



\$1,700,000,000	\$66,126.00	\$1,124,142.00
\$1,800,000,000	\$66,126.00	\$1,190,268.00
\$1,900,000,000	\$66,126.00	\$1,256,394.00
\$2,000,000,000	\$66,126.00	\$1,322,520.00
\$3,000,000,000	\$661,260.00	\$1,983,780.00
\$4,000,000,000	\$661,260.00	\$2,645,040.00
\$5,000,000,000	\$661,260.00	\$3,306,300.00
\$6,000,000,000	\$661,260.00	\$3,967,560.00
\$7,000,000,000	\$661,260.00	\$4,628,820.00
\$8,000,000,000	\$661,260.00	\$5,290,080.00
\$9,000,000,000	\$661,260.00	\$5,951,340.00
\$10,000,000,000	\$661,260.00	\$6,612,600.00

Amounts shown in red differ from those shown on the Schedule to the  
Purrington Moody Weil LLP memo dated January 23, 2012.

Defensa de la Amazonia – Aguinda Environmental Damages Award  
Contingency Interests

Service Providers Contingency Fee Agreements

Karen Hinton  
(Hinton Communications)

(Josh Rizack)  
The Rising Group Consulting

<b>Parties</b>	FDA Trust Karen Hinton Lenczner Slaght Royce Smith Griffin LLP	FDA Trust The Rising Group Consulting Lenczner Slaght Royce Smith Griffin LLP
<b>Document Name</b>	Agreement for Compensation and Investment Professional Services	Agreement for Compensation and Investment Professional Services
<b>Date</b>	November 11, 2017	November 11, 2017 (date on 1st page is Nov 2016, but signatures are dated Nov 11, 2017)
<b>Language of Document</b>	English & Spanish	English & Spanish
<b>Services</b>	Prior and future media relations, public relations, strategic consulting services	Prior and future consulting and business services
<b>Percentage Interest</b>	0.12500%	0.25000%
<b>Recover / Proceeds Defined</b>	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
<b>Dispute Settlement</b>	Mediation (Canada), then Arbitration (Toronto, Canada)	Mediation (Canada), then Arbitration (Toronto, Canada)
<b>Missing Signatures</b>	English Spanish Karen Hinton & Alan Lenczer Karen Hinton & Alan Lenczer	Josh Rizack & Alan Lenczer Josh Rizack & Alan Lenczer

Phil Fontaine (ISHKONIGAN)	Sullivan	Barnes	Billings
Several Drafts in Binder ... I think this one is the final (but not signed by all parties, so who knows???)			
FDA Trust Phil Fontaine Lenczner Slaght Royce Smith Griffin LLP			
Agreement for Compensation and Investment Professional Services			
May xx, 2017			
English & Spanish			
Prior and future services			
0.12500%			
Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees			
Mediation (Canada), then Arbitration (Toronto, Canada)			
FDA & Steven Donziger FDA & Steven Donziger			



# **EXHIBIT 50**

## ECUADOR

### Amazonia

[More Ecuador news \(/centro/ecuador/\)](#)

#### U.S. journalist joins “The dirty hand of Chevron” campaign



([http://i.eldiario.com.ec/fotos-manabi-ecuador/2014/05/20140515114316\\_periodista-estadounidense-se-une-a-.jpg](http://i.eldiario.com.ec/fotos-manabi-ecuador/2014/05/20140515114316_periodista-estadounidense-se-une-a-.jpg))

*Eva Golinger, host of the program “Behind the news,” by RT, joined the “The dirty hand of Chevron” campaign.*

---

Thursday, May 15, 2014 | 11:43

---

The U.S. journalist travelled to the Ecuadorian Amazon rainforest region to see firsthand the environmental damage caused in that region by U.S. oil company Chevron.

Golinger called the contamination “the hand of death.”

([whatsapp://send?text=Diario Centro: U.S. journalist joins campaign](https://whatsapp.com/send?text=Diario+Centro:+U.S.+journalist+joins+campaign))

<http://www.eldiario.ec/centro/noticias-santodomingo-ecuador/316010-periodista-estadouni...> 9/27/2018

CERT. ULG VER: JD

State of New York )  
Estado de Nueva York )  
 ) ss:  
 ) a saber:  
County of New York )  
Condado de Nueva York )

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**Certificado de Exactitud**

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Por el presente certifico que la traducción adjunta es, según mi leal saber y entender, traducción fiel y precisa del documento adjunto, realizada por traductores competentes para traducir del español al inglés.

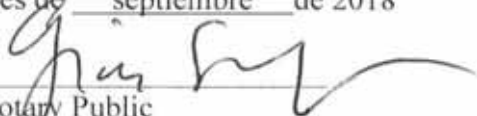
Dated: September 27, 2018  
Fecha: 27 de septiembre de 2018



Yasushi Sasaki  
Senior Project Manager – Legal Translations  
United Language Group

\_\_\_\_\_  
[firmado]  
Yasushi Sasaki  
Gerente de Proyecto Senior – Traducciones Legales  
United Language Group

Sworn to and signed before  
Jurado y firmado ante  
me, this 27<sup>th</sup> day of  
mí, a los 27 días del  
September 2018  
mes de septiembre de 2018

  
Notary Public  
Notario Público

GINA MARIE STLAURENT  
Notary Public, State of New York  
No. 01ST0148442  
Qualified in New York County  
Commission Expires May 15, 2022

[firmado]  
[sello]



## ECUADOR

más noticias de Ecuador (/centro/ecuador/)

Amazonía

### Periodista estadounidense se une a la campaña "La mano sucia de Chevron"



([http://i.eldiario.com.ec/fotos-manabi-ecuador/2014/05/20140515114316\\_periodista-estadounidense-se-une-a-.jpg](http://i.eldiario.com.ec/fotos-manabi-ecuador/2014/05/20140515114316_periodista-estadounidense-se-une-a-.jpg))

*Eva Golinger, presentadora del programa "Detrás de la noticia" emitido por RT, se unió a campaña "La mano sucia de Chevron".*

---

Jueves 15 Mayo 2014 | 11:43

---

La estadounidense viajó a la selva amazónica de Ecuador para conocer de primera mano el daño medioambiental causado en esa región por la petrolera estadounidense Chevron.

Golinger llamó "la mano de muerte" a la contaminación.

([whatsapp://send?text=Diario Centro: Periodista estadounidense se une a la campaña](https://www.whatsapp.com/send?text=Diario+Centro%3A+Periodista+estadounidense+se+une+a+la+campa%C3%B1a) )

# **EXHIBIT 51**



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**Star** BUSINESS JOURNAL

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## Roger Waters lends star power to Ecuadorians' \$9.5B Chevron fight

By COLIN PERKEL The Canadian Press  
Tues., Oct. 10, 2017

Two groups of Indigenous Ecuadorian villagers, backed by some star power from legendary British rocker Roger Waters, faced off briefly against oil giant Chevron in a Canadian court Tuesday as they fight to collect on a \$9.5-billion (U.S.) judgment awarded to them.

But as with almost every other step of the long-running legal battle, the case was delayed a day at the request of one of the groups to allow their new lawyer to get up to speed.

Pink Floyd bassist Roger Waters was at a Toronto court on Tuesday to show “solidarity” for Ecuadorian villagers in their long-running case against Chevron for alleged environmental contamination. (The Canadian Press)

The first issue Ontario's top court needs to sort out is whether the villagers must come up with almost \$1 million as a security deposit before they can appeal a ruling that went against them.

Pink Floyd co-founder Waters, who was in the courtroom, called the case deeply important.

“It's a fundamental question of whether corporations like Chevron ... should be allowed to use their financial muscle to destroy people with an absolute vital claim to reparations for damages that was caused to them over many years,” Waters said before the hearing. “The way Chevron has behaved here is against everything that any of us might believe society ought to be like.”

The case dates back decades when Texaco, now owned by Chevron, dumped billions of litres of toxic oil-drilling waters into hundreds of open-air pits in Ecuador. According to the plaintiffs, the affected area sees, among other problems, the highest rates of childhood leukemia in the country and far more cancer deaths and miscarriages than elsewhere.

Chevron calls the health concerns a “point of debate,” saying there's no evidence to tie any issues to Texaco.

The lawsuit, filed in 1993 on behalf of 30,000 Ecuadorians, took until late 2013 when the courts in Ecuador awarded the Indigenous plaintiffs US\$9.5-billion — one of the largest awards ever arising from environmental destruction.

The ruling, which Chevron argued was obtained fraudulently, sparked new rounds of fighting in several countries, including the United States. U.S.-based Chevron, which has also long argued Texaco cleaned up the mess, denies any responsibility for the contamination.

Because the corporation no longer has assets in Ecuador, the plaintiffs have been trying to get asset-rich Chevron Canada to pay up instead, arguing the Canadian company should be liable.





Roger Waters, centre, with Canadian Indigenous leader Phil Fontaine, left, and Paul Paz y Mino, associate director of Amazon Watch in Toronto on Tuesday. (CHRIS YOUNG / THE CANADIAN PRESS)

“The judgment that they are trying to enforce through Canada’s judicial system has been found to be a complete fraud in the United States by the U.S. judicial system where it is not enforceable,” Morgan Crinklaw, a spokesman for Chevron, said Tuesday from near San Francisco.

An Ontario judge earlier backed Chevron, ruling the Ecuadorians could not “pierce the corporate veil.” Chevron Canada is a separate entity and cannot be held liable. It is that decision the plaintiffs are looking to the Ontario Court of Appeal to overturn, but Chevron wants the villagers to put up cash as security for its legal costs before the appeal is heard.

Last month, Appeal Court Justice Gloria Epstein sided with Chevron. She accepted the grounds for the Ecuadorians’ appeal were weak and that the plaintiffs had failed to show they couldn’t afford the security money. She ordered the villagers to put up \$945,000 to cover Chevron’s legal costs if the oil company wins on appeal.



The plaintiffs, who decried Chevron’s gambit as an abuse of the legal system and another attempt to thwart the villagers, want the Appeal Court to set aside Epstein’s costs ruling.

The two sides were to argue the case Tuesday, but lawyer Peter Grant asked for an adjournment, saying he had recently been asked to represent 10 of the 47 Ecuadorian plaintiffs and needed time. The costs hearing will now be heard Wednesday.

Also on hand to show support for the villagers was Phil Fontaine, former national chief of the Assembly of First Nations. Fontaine, who recently visited the South American country, said he was dismayed by what he found.

“We saw with our own eyes the terrible conditions,” Fontaine said. “This is an important step in their attempt to seek justice.”

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# **EXHIBIT 52**

□ HOME / NEWS & MULTIMEDIA / 2017

# Chevron CEO Clings To "Alternative Facts" When Confronted With Truth About Ecuador Mismanagement

CEO John Watson unable to respond to shareholder allegation of bribing a federal witness and cuts off microphones to avoid Ecuador issue

MAY 31, 2017  
FOR IMMEDIATE RELEASE

Amazon Watch

FOR MORE INFORMATION, CONTACT:

Paul Paz y Miño, +1.510.281.9020 x302 or [paz@amazonwatch.org](mailto:paz@amazonwatch.org)

*Midland, TX* – Chevron CEO John Watson faced a firestorm of criticism over the company's expanding Ecuador liability at the company's annual meeting today from [a group of institutional investors](#), one of whom accused the oil executive of "materially mishandling" the case. Faced with mounting opposition from shareholders and allegations of violation of federal law for bribing a witness, Watson resorted to reciting complete falsehoods, clinging to "alternative facts" and cutting off the microphones.

Clearly a sharp rebuke to Watson, all three shareholder resolutions presented by investors motivated by the Ecuador liability received significant support – with one receiving a whopping 39% of shareholder votes, which represents billions in assets. Normally, shareholder resolutions that receive anything over 10% of shareholder votes are considered successful. Yet, faced with these facts, Watson incorrectly responded, "shareholders have universally supported Chevron management in this case."

Watson and his management team vigorously opposed the three shareholder resolutions critical of their actions in the Ecuador case. The resolution that received the most votes, [put](#)

[forth by Zevin Asset Management](#), called for Watson to be removed as Chairman of Chevron's Board of Directors in part due to his mishandling of the case:

Proponents are concerned that Chevron's management has materially mishandled legal matters brought against the Company by communities in Ecuador – in ways that increased liabilities for the Company, currently amounting to more than \$9 billion. Moreover, proponents are concerned about the adequacy of the Company's disclosure of those risks to shareholders. Finally, proponents are deeply troubled that the Company has evidently sought to intimidate longstanding shareholders who questioned the Company's approach to these issues.

A second, calling for greater shareholder power to call special meetings, won 31% of the vote. The third, calling for the appointment of a director with expertise in environmental liability, won 20%.

"Today was a resounding victory for the rainforest communities of Ecuador who are on a historic path to hold Chevron accountable for its toxic dumping and fraudulent cover-up in Ecuador," said Simon Billenness, who works as a liaison between the affected communities and institutional shareholders.

Chevron's Ecuador liability stems from findings by three levels of courts in Ecuador in 2013 that the oil giant deliberately dumped billions of gallons of toxic waste into the rainforest, decimating indigenous groups and [causing an outbreak of cancer](#) that has killed or threatens to kill thousands of innocent civilians. Chevron operated in Ecuador under the Texaco brand from 1964 to 1992.

"It's no surprise that Watson, who has grown weary of being barraged about the Ecuador case year after year, grew frustrated once again and made outright false claims in an effort to defend himself and his management team from criticism," said Paul Paz y Miño, Associate Director at Amazon Watch, a U.S. based NGO that for years has supported the victims of Chevron's toxic legacy. "He even went so far as to claim that the only legal decision in favor of

the Ecuadorians was the initial verdict in Ecuador – a patently false claim."

Chevron's strategy in the Ecuador case has long been to attempt to demonize New York attorney Steven Donziger, who represents the Ecuadorians, and Watson's statements today demonstrates that he still clings to this strategy. In actuality, every decision since the initial Ecuadorian verdict, aside from Chevron's own retaliatory suit brought under the U.S. Racketeer Influenced and Corrupt Organizations Act – known as RICO – which refused to consider evidence of the contamination and specifically did not exonerate Chevron in Ecuador – has thus far gone against the oil company.

"The walls continue to close in on Watson and it's never been more obvious than at today's meeting. Watson can turn off the mic in Texas, but Chevron will not have that luxury in Canada, where it faces another enforcement proceeding in an Ontario court this October," said Kevin Koenig, Amazon Watch Ecuador Program Director.

What may have also outraged Watson was the fact that, just prior to the shareholder meeting, hundreds of thousands of people engaged with social media traffic [calling for Chevron's Board of Directors to bring Watson to account](#) for spending millions of shareholder funds to bribe a federal witness, Alberto Guerra. Guerra was Chevron's key witness in its retaliatory racketeering suit against the Ecuadorians and their lawyers. Chevron paid Guerra \$2 million and its lawyers coached him for 53 days before putting him on the stand in U.S. courts, where [forensic evidence](#) and [his later admissions](#) prove he lied repeatedly to help Chevron evade paying the Ecuador judgment. This is not only a serious violation of ethics and a misuse of shareholder funds, but also a federal crime. According to Guerra himself, the exorbitant payments he received were arranged directly in a meeting in Chicago by Randy Mastro, Chevron's lead outside counsel at the law firm of Gibson, Dunn & Crutcher.

Chevron Board Member and former U.S. Ambassador to China Jon Huntsman was also targeted in the social media action, though he has remained silent on the Ecuador matter to date. It has been reported that Huntsman is Donald Trump's first pick for U.S. Ambassador to Russia.

Amazon Watch and the Rainforest Action Network signed a [brief](#) on May 1st to the U.S. Supreme Court, filed by [EarthRights International](#), which details the fabrication of evidence by

Chevron with the help of Guerra. Chevron's reliance on the discredited Guerra is likely to backfire in Canada, where it will be called to defend Guerra's statements and explain not only his lack of physical evidence but his admission under oath to having lied for Chevron specifically to get a larger payout from the oil giant. Chevron's sole victory in the Ecuador matter, the RICO suit that offered no actual legal remedy to help the company escape a \$9.5 billion liability, [has fallen apart](#) in the wake of Guerra's admission of lying and actual forensic evidence, disproving Chevron's key claim that the original Ecuadorian decision was ghostwritten.

"While Watson buries his head in the sand, the irrefutable facts are Chevron's reputation continues to worsen and pressure from shareholders and the international community continues to grow. The question remains how much longer the board will allow him to cling to weak lies to defend illegal and unethical actions that are likely to cost billions of shareholder funds," said Paz y Miño.

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Tell Chevron's New CEO to Finally Clean up Ecuador!

TAKE ACTION

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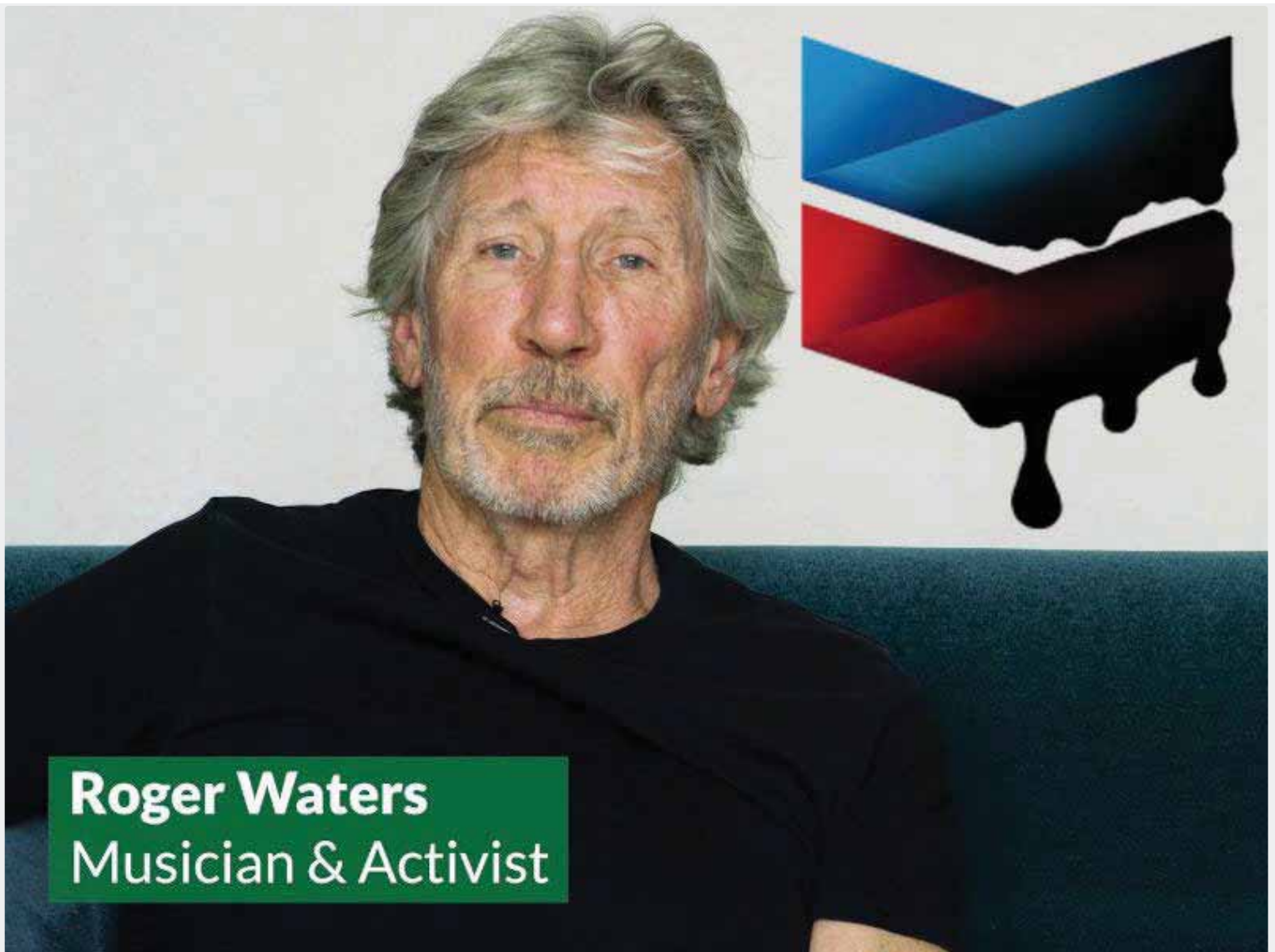
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BECAUSE THE EARTH  
CANNOT SURVIVE  
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LIKE THE  
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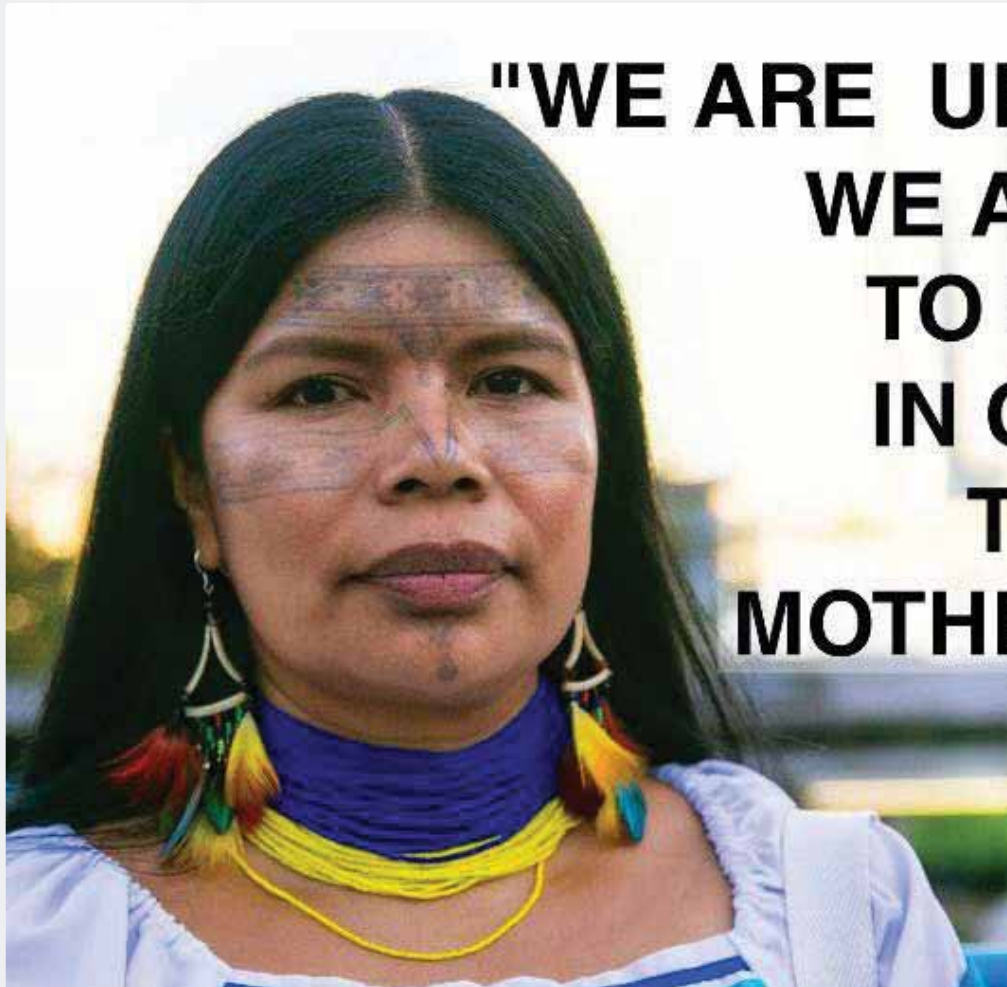
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Musician & Activist

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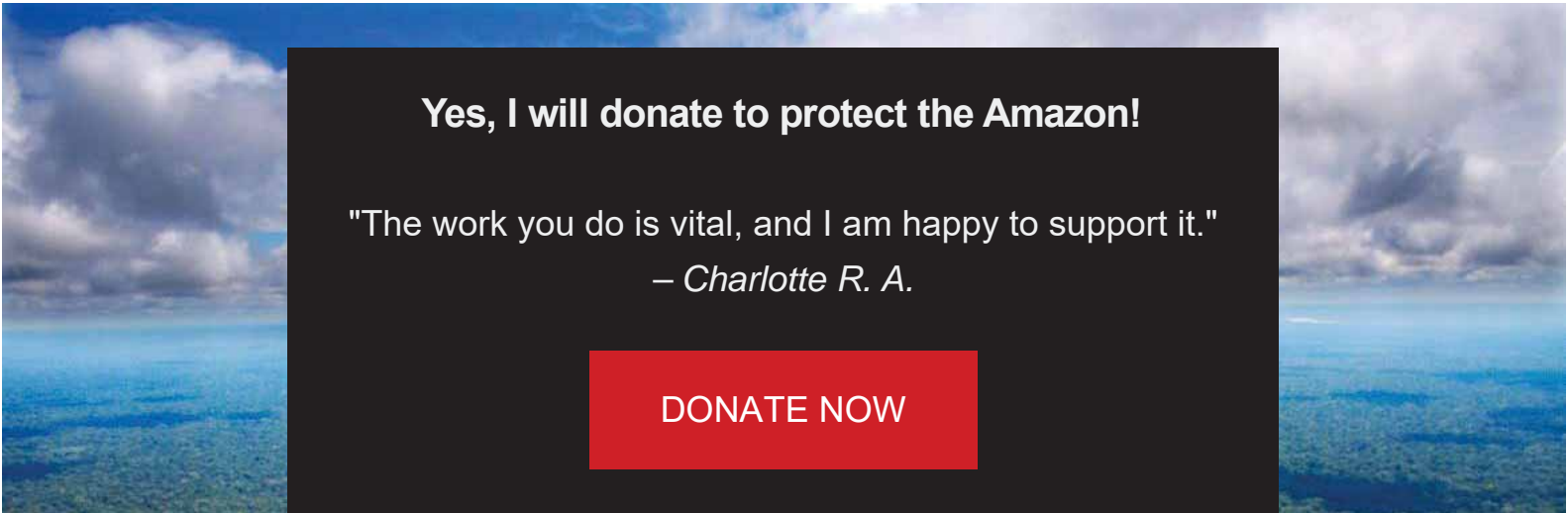
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**PATRICIA GUALINGA**  
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# **EXHIBIT 53**



**\*\*PRIVILEGED & CONFIDENTIAL\*\***

**Ecuador Case Management - 12 MONTH EXPENSE PROJECTION  
DECEMBER 2017**

prepared by



**Projected  
Budget 2018  
Monthly**

**Projected  
Budget 2018  
Annual**

**EXPENSES**

**Legal Fees**

Steven Donziger	\$ 25,000	10K first mo. 75K first 2mo. Then \$5K	\$ 300,000
Aaron Marr Page	\$ 5,000		\$ 60,000
Full time attorney <i>Anton</i>	\$ 10,000		\$ 120,000
Alan Lenczner	\$ -		\$ -
John Phillips	\$ -		\$ -
Legal contingency	\$ 4,000		\$ 48,000
<i>Peter Grant \$100K then April \$50K then April Dave Seroko via Peter</i>	\$ 44,000		\$ 528,000

**PR costs**

Cristina Munoz - Ecuador	\$ 500		\$ 6,000
Press releases	\$ 1,000	2K	\$ 12,000
<i>Website costs \$5K annually</i>	\$ 1,500		\$ 18,000

**Stipend Payments**

Simon Billiness - shareholder support/resolutions	\$ 1,500	10K annually	\$ 18,000
Streamline - administrative/accounting	\$ 2,000		\$ 24,000
Juan Aulesta - Ecuador management	\$ 2,000	1K	\$ 24,000
Luis Yanza - Ecuador community/client relations	\$ 1,000	included in PA	\$ 12,000
FDA - client group	\$ 3,000		\$ 36,000
Rex Weyler	\$ 2,000		\$ 24,000
	\$ 11,500		\$ 138,000

**Travel**

Travel - Ecuador in country	\$ 1,000		\$ 12,000
Travel - Ecuadorians outside country	\$ 4,000		\$ 48,000
<i>T&amp;E</i> Travel - US, fundraising / case management	\$ 8,000		\$ 96,000
Travel - Canadian attorneys	\$ 4,000		\$ 48,000
	\$ 17,000		\$ 204,000

**Contingency**

\$ 5,000	\$ 60,000
----------	-----------

**TOTAL**

<u>\$ 79,000</u>	<u>\$ 948,000</u>
------------------	-------------------

**Onetime payments**

Sept 2017 Canadian Delegate trip reimbursement to SRD	\$ 50,000
Peter Grant legal retainer	\$ 110,000
Reimburse SRD (back salary, direct expenses)	\$ 150,000
Travel - Chief trip to Ecuador <i>Belgrade</i>	\$ 20,000
	<u>\$ 330,000</u>

**2018 projected expenses**

\$ 1,278,000

**2019 projected expenses**

\$ 948,000

**TOTAL capital funding required thru Dec 2019**

\$ 2,226,000

# **EXHIBIT 54**



**From:** Katie Sullivan <Katie@Streamlinefamilyoffice.com>  
**Sent:** Wednesday, November 8, 2017 8:20 PM  
**To:** Steven Donziger <sdonziger@donzigerandassociates.com>  
**Subject:** Re: how does this read to you

---

Great, soon enough! :)

On Nov 8, 2017, at 9:15 PM, Steven Donziger <sdonziger@donzigerandassociates.com> wrote:

that happens after the revolution

they don't cover the case unless it makes chevron look good

---

**From:** Katie Sullivan <Katie@Streamlinefamilyoffice.com>  
**Sent:** Wednesday, November 8, 2017 8:31:11 PM  
**To:** Steven Donziger  
**Subject:** Re: how does this read to you

I like it!

How does this hit the front page of the WSJ?

On Nov 8, 2017, at 8:10 PM, Steven Donziger <sdonziger@donzigerandassociates.com> wrote:

This is a press release I am going to send out soon -- could affect fundraising:

## **Chevron Faces Criminal Investigation Over \$2m Witness Bribery Payments In Ecuador Pollution Dispute**

Washington, D.C. – Amazon indigenous groups and farmer communities in Ecuador have requested that the U.S. Department of Justice open a criminal investigation of Chevron after uncovering a witness bribery scheme designed by the company to fabricate evidence to evade payment of a \$9.5 billion environmental liability, according to a letter sent to several top DOJ officials and made public today.

The criminal referral letter – sent to the Chief of the Department of Justice (DOJ) fraud section and the U.S. attorneys in three major cities - describes how in 2012 Chevron gave an illegal benefits package totaling at least \$2 million to a former Ecuadorian judge, Alberto Guerra. Guerra, who admitted to Chevron prior to accepting the payments that he had engaged in numerous corrupt acts in Ecuador, later testified under oath that he lied repeatedly before a U.S. federal court as part of the company's strategy to evade paying the Ecuador environmental liability, which was confirmed by the country's highest court in 2013.

Guerra's lies before the U.S. federal court, in Chevron's controversial non-jury civil "racketeering" or RICO case, led to a hotly contested finding in 2014 by U.S. trial judge Lewis A. Kaplan that the Ecuador judgment was obtained by fraud. That decision was contradicted by eight appellate judges in Ecuador who unanimously affirmed Chevron's liability, including the entirety of the country's Supreme Court.

Canada's Supreme Court also rejected Kaplan's findings when Chevron tried to use it to block efforts by Ecuadorian indigenous peoples to seize company assets in that country.

"Undisputed facts indicate that Chevron used Guerra's false testimony to commit extensive fraud on the indigenous people of Ecuador that appears to have been planned at the highest levels of the company," said Patricio Salazar, the lead Ecuadorian lawyer for the affected communities. "The United States Department of Justice must use its full investigative power to gather all relevant facts related to Guerra's false testimony and if appropriate, hold those responsible fully accountable."

(For background on Chevron's RICO fraud and the erroneous findings in the decision, see [this 33-page report](#).)

Among those cited in the letter as orchestrating the Chevron fraud are CEO John Watson, who is retiring in January; Chevron General Counsel R. Hewitt Pate; and Chevron outside counsel Randy Mastro, Reed Brodsky, Andres Rivero, Andrea Neumann and Avi Weitzman, all of the Gibson Dunn law firm. Gibson Dunn has deployed hundreds of lawyers to fight the indigenous groups and has reaped an estimated \$1 billion in fees from Chevron for doing so -- thought to be the largest fee in history paid by a corporation for litigation defense.

In the summer of 2013, Chevron lawyers from the Gibson Dunn firm coached Guerra for 53 days before he testified falsely that the Ecuador trial judgment against Chevron was "ghostwritten" by lawyers for the plaintiffs. The story later was [proven false by a forensic examination](#) performed by one of the world's leading computer experts, J. Christopher Racich.

The DOJ letter also recounts how Chevron provided Guerra and his extended family with free health care, a housing allowance, and the payment of fees to secure family members asylum so they could legalize their immigration status in the United States. Chevron also



paid Guerra's personal income taxes as part of the deal.

Chevron lawyers led by Mastro of the Gibson Dunn law firm flew to Chicago to craft the first version of Guerra's false testimony in 2012 at the same time they were negotiating the benefits package with him, which provided a salary at least 24 times higher than what Guerra had been earning in Ecuador, according to the letter. Guerra insisted on meeting in Chicago because one of his children lived there, said Salazar.

Chevron's liability in Ecuador stems from judicial findings that the oil major abandoned 1,000 open-air toxic waste pits gouged out of the jungle floor and systematically discharged billions of gallons of toxic oil waste into rivers and streams relied on by the local population for their drinking water and for fishing. Cancer rates in the area have exploded and at least hundreds, possibly thousands, of indigenous persons and farmers are believed to have died as a result, according to data in independent health studies.

Chevron operated in Ecuador under the Texaco brand from 1964 to 1992 and reaped an estimated \$25 billion in profits over the life of its operating contract. It was the exclusive operator of six major fields covering parts of a 1,500 sq. mile swath of rainforest that once was home to five thriving indigenous nationalities, all of whom are now plaintiffs in the lawsuit.

Even though the environmental damages claims were filed in the United States in 1993, Chevron insisted the trial be held in Ecuador and accepted jurisdiction there as a way to avoid a jury of impartial fact finders in its home country. After the case was shifted to Ecuador by a U.S. judge, Chevron challenged jurisdiction anyway and began to sell off its assets in the country. Company officials, led by General Counsel Charles James, threatened the indigenous groups with "a lifetime of litigation" if they persisted.

The DOJ letter – signed by Steven R. Donziger, the American lawyer for the Ecuadorians and the primary target of a Chevron retaliation campaign -- also was sent to the U.S. Attorneys in offices located in areas with a strong connection to the Chevron scheme. Donziger said the Guerra fraud appears to have been planned in company headquarters near San Francisco after previous company attempts to prove due process violations in the case based on an expert report were rejected by Ecuador's courts.

"It is our belief that Chevron's exorbitant witness payments to Guerra



had the ultimate aim of deceiving courts around the world to block enforcement of the Ecuador judgment, thereby consigning thousands of vulnerable indigenous people to a lifetime of suffering and likely death," said Donziger, who is part of the international legal team representing the villagers. "Chevron's approach to this entire litigation is based on intimidation and deceit and its goal is to obtain impunity for environmental crimes.

"The cost to the people of Ecuador from Chevron's strategy is off the charts," added Donziger. "This might be the world's worst ongoing humanitarian catastrophe and it is the product of pure greed by an American company."

Even though Chevron has used at least 2,000 lawyers as part of its retaliation campaign against Donziger and the affected communities, the company's Guerra "fraud" narrative has completely fallen apart in recent months.

Several media outlets (see here and here) reported that Guerra admitted under oath in a related international arbitration proceeding that he lied repeatedly before the U.S. federal court about key facts that formed the basis of the court's findings. Guerra's claim that the lawyers for the indigenous groups "ghostwrote" the judgment against Chevron was debunked by a forensic examination of the Ecuadorian trial judge's office computers by Racich, as explained here.

The Racich report found the Ecuador trial judge created and saved a Word document that became the judgment more than 400 times on his computer in the weeks prior to its issuance, and that it was not provided by lawyers for the indigenous groups on a flash drive as Guerra had testified.

Two Chevron lawyers in the Ecuador matter, Andres Rivero and Yohi Ackerman, admitted in 2012 that they gave Guerra \$18,000 in cash out of a suitcase in Ecuador to enlist his initial cooperation. Ackerman later gave Guerra another \$10,000 in cash for a handful of documents while Rivero promised he could receive at least \$1 million more from Chevron if he "flipped" the trial judge who wrote the decision against the company – essentially another bribe attempt by Chevron using Guerra as the intermediary, said Donziger.

Chevron admitted during pre-trial discovery in the U.S. case that it paid for Guerra to fly from Ecuador to Chicago to negotiate his personal services contract that would guarantee the ongoing payments for his



testimony. Upon arrival in Chicago, the former judge made several crass comments that suggested he was motivated to lie by greed – comments such as “money talks but gold screams” and “couldn’t you add a few zeroes” after the Chevron lawyers made an offer. The comments were recorded by Chevron’s investigators and released as part of the court process.

The Chevron payments to Guerra appear to be ongoing, said Donziger.

Chevron declined to contest the facts of its pollution in Ecuador during the retaliatory U.S. “racketeering” case where it made the false bribery allegation, essentially admitting its guilt in the U.S. case after it was found guilty in Ecuador based on 105 technical evidentiary reports documenting its pollution, said Donziger.

*(For background on Kaplan’s flawed RICO ruling, see [here](#) and [this new report](#) – “Chevron’s RICO Fraud”. The report documents the many ways in which the company fabricated and distorted evidence to try to taint the Ecuador judgment.)*

## **Background**

Two respected legal commentators – Aaron Page of Forum Nobis and Michelle Harrison of EarthRights International -- recently published articles ([here](#) and [here](#)) concluding that the Chevron witness payments to Guerra not only were wrong, but “criminal” and “illegal”. Those articles follow the recent publication of a [comprehensive report](#) documenting how Chevron fabricated and distorted evidence before U.S. courts to evade paying the environmental judgment.

Seventeen human rights and environmental groups and 19 international law scholars recently filed separate briefs attacking the company for using false evidence and violating international law. (Background on those briefs is [here](#) and [here](#).)

Two federal judges from the United States have [sanctioned the Gibson Dunn team](#) for harassing U.S.-based lawyers for the Ecuadorians, while a California state court fined Chevron for filing a frivolous lawsuit against an American lawyer who formerly represented the Ecuadorian villagers. Separately, in echoes of Chevron’s strategy in the Ecuador case, the High Court of London recently [sanctioned a lawyer at Gibson Dunn](#) for fabricating evidence to frame a political opponent of the leader of the African nation of Djibouti, one of the firm’s major clients.

##

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# **EXHIBIT 55**


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### Chevron and Gibson Dunn Face Potential Criminal Probe Over \$2m Witness Bribery Plot in Ecuador Pollution Case

Submitted by: [Amazon Defense Coalition - FDA](#)

Categories: [Activism](#), [Environment](#)

Posted: Nov 09, 2017 – 01:32 PM EST



WASHINGTON, D.C., Nov. 09 /CSRwire/ - Amazon indigenous groups and farmer communities in Ecuador have requested that the U.S. Department of Justice open a criminal investigation of Chevron and the Gibson Dunn law firm after uncovering a witness bribery scheme designed by the company to fabricate evidence to evade payment of a \$9.5 billion environmental liability, according to a letter sent to several top DOJ officials and made public today.

The [referral letter](#) – sent to the Chief of the Department of Justice (DOJ) fraud section and the U.S. attorneys in three major cities -- describes how in 2012 Chevron gave an illegal benefits package totaling at least \$2 million to a former Ecuadorian judge, Alberto Guerra. Guerra, who admitted to Chevron prior to accepting the payments that he had engaged in numerous corrupt acts in Ecuador, later testified under oath that he lied repeatedly before a U.S. federal court as part of the company's strategy to evade paying the Ecuador environmental liability, which was confirmed by the country's highest court in 2013.

A copy of the DOJ letter can be read in full [here](#).

Guerra's lies before the U.S. federal court, in Chevron's controversial non-jury civil "racketeering" or RICO case, led to a contested finding in 2014 by U.S. trial judge Lewis A. Kaplan that the Ecuador judgment was obtained by fraud. That decision was contradicted by eight appellate judges in Ecuador who unanimously affirmed Chevron's liability, including the entirety of country's Supreme Court.

Canada's Supreme Court also rejected Kaplan's findings when Chevron tried to use it to block efforts by Ecuadorian indigenous peoples to seize company assets in that country. In all, the Ecuadorians have won three unanimous appellate decisions in Canada against Chevron, all of which have ignored Kaplan's findings.

"Undisputed facts indicate that Chevron used Guerra's false testimony to commit extensive fraud on the indigenous people of Ecuador that appears to have been planned at the highest levels of the company," said Patricio Salazar, the lead Ecuadorian lawyer for the affected communities. "The United States Department of Justice must use its full investigative power to gather all relevant facts related to Guerra's false testimony and if appropriate, hold those responsible fully accountable."

(For background on Chevron's RICO fraud and the erroneous findings in the decision, see [this 33-page report](#).)

Among those cited in the letter as orchestrating the Chevron fraud are CEO John Watson, who is retiring in January; Chevron General Counsel R. Hewitt Pate; and Chevron outside counsel Randy Mastro, Reed Brodsky, Andres Rivero, and Avi Weitzman, all of the Gibson Dunn law firm. Gibson Dunn has deployed hundreds of lawyers to fight the indigenous groups and has reaped an estimated \$1 billion in fees from Chevron for doing so -- thought to be the largest fee in history paid by a corporation for litigation defense.

In the summer of 2013, Chevron lawyers from the Gibson Dunn firm coached Guerra for 53 days before he testified falsely that the Ecuador trial judgment against Chevron was "ghostwritten" by lawyers for the plaintiffs. The story later was [proven false by a forensic examination](#) performed by one of the world's leading computer experts, J. Christopher Racich.

#### Amazon Defense Coalition - FDA

The truth about the contamination in the Amazon caused by Chevron-Texaco.

[Membership Page](#)

#### Recent News

- ▶ [Global Conference on Indigenous Solutions for Environmental Challenges Set for November in Canada](#)
- ▶ [Chevron Facing Furious Backlash for Using Secret Court to Violate Ecuador Pollution Judgment, Say Ecuadorians](#)
- ▶ [Ecuador Indigenous Leaders Criticize Secret Trade Arbitrators For Interference With \\$12b Chevron Pollution Judgment](#)

The DOJ letter also recounts how Chevron provided Guerra and his extended family with free health care, a housing allowance, and the payment of fees to secure family members asylum so they could legalize their immigration status in the United States. Chevron also paid Guerra's personal income taxes as part of the deal.

Chevron lawyers led by Mastro of the Gibson Dunn law firm flew to Chicago to craft the first version of Guerra's false testimony in 2012 at the same time they were negotiating the benefits package with him, which provided a salary at least 24 times higher than what Guerra had been earning in Ecuador, according to the letter. Guerra insisted on meeting in Chicago because one of his children lived there, said Salazar.

Chevron's liability in Ecuador stems from [judicial findings](#) that the oil abandoned 1,000 open-air toxic waste pits gouged out of the jungle floor and systematically discharged billions of gallons of toxic oil waste into rivers and streams relied on by the local population for their drinking water and for fishing. Cancer rates in the area have exploded and at least hundreds, possibly thousands, of indigenous persons and farmers are believed to have died as a result, according to data in [independent health studies](#).

Chevron operated in Ecuador under the Texaco brand from 1964 to 1992 and reaped an estimated \$25 billion in profits over the life of its operating contract. It was the exclusive operator of six major fields covering parts of a 1,500 sq. mile swath of rainforest that once was home to five thriving indigenous nationalities, all of whom are now plaintiffs in the lawsuit.

Even though the environmental damages claims were filed in the United States in 1993, Chevron insisted the trial be held in Ecuador and accepted jurisdiction there as a way to avoid a jury of impartial fact finders in its home country. After the case was shifted to Ecuador by a U.S. judge, Chevron challenged jurisdiction anyway and began to sell off its assets in the country. Company officials, led by General Counsel Charles James, threatened the indigenous groups with "a lifetime of litigation" if they persisted.

The DOJ letter – signed by Steven R. Donziger, the American lawyer for the Ecuadorians and the primary target of a Chevron retaliation campaign -- also was sent to the U.S. Attorneys in offices located in areas with a strong connection to the Chevron scheme. Donziger said the Guerra fraud appears to have been planned in company headquarters near San Francisco after previous company attempts to prove due process violations in the case based on an expert report and other issues were rejected by Ecuador's courts.

"It is our belief that Chevron's exorbitant witness payments to Guerra had the ultimate aim of deceiving courts around the world to block enforcement of the Ecuador judgment, thereby consigning thousands of vulnerable indigenous people to a lifetime of suffering and likely death," said Donziger, who is part of the international legal team representing the villagers. "In our view, Chevron's approach to this entire litigation is based on intimidation and deceit and its goal is to obtain impunity for environmental crimes. The cost to the people of Ecuador from Chevron's unethical and even illegal strategy is enormous."

Even though Chevron has used [at least 2,000 lawyers](#) as part of its retaliation campaign against Donziger and the affected communities, the company's Guerra "fraud" narrative has completely fallen apart in recent months.

Several media outlets (see [here](#) and [here](#)) reported that Guerra admitted under oath in a related international arbitration proceeding that he lied repeatedly before the U.S. federal court about key facts that formed the basis of the court's findings. Guerra's claim that the lawyers for the indigenous groups "ghostwrote" the judgment against Chevron was debunked by a [forensic examination](#) of the Ecuadorian trial judge's office computers by Racich, as explained [here](#).

The Racich report found the Ecuador trial judge created and saved a Word document that became the judgment more than 400 times on his computer in the weeks prior to its issuance, and that it was not provided by lawyers for the indigenous groups on a flash drive as Guerra had testified.

Two Chevron lawyers in the Ecuador matter, Andres Rivero and Yohi Ackerman, admitted in 2012 that they gave Guerra \$18,000 in cash out of a suitcase in Ecuador to enlist his initial cooperation. Ackerman later gave Guerra another \$10,000 in cash for a handful of documents while Rivero promised he could receive at least \$1 million more from Chevron if he "flipped" the trial judge who wrote the decision against the company – essentially another bribe attempt by Chevron using Guerra as the intermediary, said Donziger.

Chevron admitted during pre-trial discovery in the U.S. case that it paid for Guerra to fly from Ecuador to Chicago to negotiate his personal services contract that would guarantee the ongoing payments for his testimony. Upon arrival in Chicago, the former judge made several crass comments that suggested he was motivated to lie by greed – comments such as "money talks but gold screams" and "couldn't you add a few zeroes" after the Chevron lawyers made an offer. The comments were recorded by Chevron's investigators and released as part of the

court process.

The Chevron payments to Guerra appear to be ongoing, said Donziger.

Chevron declined to contest the facts of its pollution in Ecuador during the retaliatory U.S. “racketeering” case where it made the false bribery allegation, essentially admitting its guilt in the underlying case, said Donziger. Chevron also dropped all damages claims on the eve of the RICO trial to avoid a jury of impartial fact finders.

*(For background on Kaplan’s flawed RICO ruling, see here and [this new report](#) – “Chevron’s RICO Fraud”. The report documents the many ways in which the company fabricated and distorted evidence to try to taint the Ecuador judgment.)*

**Background**

Two respected legal commentators – Aaron Page of Forum Nobis and Michelle Harrison of EarthRights International -- recently published articles ([here](#) and [here](#)) concluding that the Chevron witness payments to Guerra not only were wrong, but “criminal” and “illegal”. Those articles follow the recent publication of a [comprehensive report](#) documenting how Chevron fabricated and distorted evidence before U.S. courts to evade paying the environmental judgment.

Seventeen human rights and environmental groups and 19 international law scholars recently filed separate briefs attacking the company for using false evidence and violating international law. (Background on those briefs is [here](#) and [here](#).)

Two federal judges from the United States have [sanctioned the Gibson Dunn team](#) for harassing U.S.-based lawyers for the Ecuadorians, while a California state court fined Chevron for filing a frivolous lawsuit against an American lawyer who formerly represented the Ecuadorian villagers. Separately, in echoes of Chevron’s strategy in the Ecuador case, the High Court of London recently [sanctioned a lawyer at Gibson Dunn](#) for fabricating evidence to frame a political opponent of the leader of the African nation of Djibouti, one of the firm’s major clients.

For more information, please contact:

**Paul Paz**  
Phone: 510-773-4635  
  
**Karen Hinton**  
Phone: 703-798-3109

For more from this organization:

[Amazon Defense Coalition - FDA](#)

# **EXHIBIT 56**

**From:** Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)>  
**Sent:** Thursday, February 1, 2018 9:02 AM  
**To:** Katie Sullivan <[Katie@Streamlinefamilyoffice.com](mailto:Katie@Streamlinefamilyoffice.com)>  
**Subject:** Fw: press reelase

---

if u have a moment, click on the link below and let me know what you think. have not posted yet

---

**From:** Gina Sibilia <[gsibilia@3blmedia.com](mailto:gsibilia@3blmedia.com)>  
**Sent:** Thursday, February 1, 2018 10:01 AM  
**To:** Steven Donziger  
**Cc:** Editor  
**Subject:** Re: press reelase

Hi Steven,

I added in the new title:

[http://www.csrwire.com/preview/press\\_release/axT6EWGGQU4G5RTrvB9STZDYYiYluKG3Nx90moz5](http://www.csrwire.com/preview/press_release/axT6EWGGQU4G5RTrvB9STZDYYiYluKG3Nx90moz5)

Let me know if you like the format or if you want me to use the previous title. Once you let me know I will make any changes if necessary and publish immediately.

Thanks,  
Gina

On Thu, Feb 1, 2018 at 9:56 AM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:

**Sorry for the bother: try the following headline. I am trying to fit it into two lines I want to see if this fits. If not let's use the one we have. please advise. otherwise, no changes**

**U.S. Judge Approved Secret Payments From Chevron to "Neutral" Court Official Who Swayed RICO Case for Company**

---

**From:** Gina Sibilia <[gsibilia@3blmedia.com](mailto:gsibilia@3blmedia.com)>  
**Sent:** Thursday, February 1, 2018 9:50:54 AM  
**To:** Steven Donziger  
**Cc:** Editor  
**Subject:** Re: press reelase

Hi Steven,



Here is the link to the updated press release:

[http://www.csrwire.com/preview/press\\_release/axT6EWGGQU4G5RTvB9STZDYYiYluKG3Nx90moz5](http://www.csrwire.com/preview/press_release/axT6EWGGQU4G5RTvB9STZDYYiYluKG3Nx90moz5)

Please let our team know if you need any other edits or if this is approved.

Thanks,

Gina

On Thu, Feb 1, 2018 at 9:45 AM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:

Please remove the headline and substitute with the following:

**U.S. Judge Kaplan Approved Secret Payments From Chevron to “Neutral” Court Official Who Swayed RICO Case**

---

**From:** Carreen Warner <[cwarner@3blmedia.com](mailto:cwarner@3blmedia.com)>

**Sent:** Thursday, February 1, 2018 7:59:41 AM

**To:** Steven Donziger

**Cc:** Editor

**Subject:** Re: press reelase

Hi Steven,

Thank you for providing an updated document. The links look good now.

Here is a link to your updated preview:

[http://www.csrwire.com/preview/press\\_release/axT6EWGGQU4G5RTvB9STZDYYiYluKG3Nx90moz5](http://www.csrwire.com/preview/press_release/axT6EWGGQU4G5RTvB9STZDYYiYluKG3Nx90moz5)

Please let us know if you have any changes, or if this is approved for immediate publication.

Best,

Carreen

On Thu, Feb 1, 2018 at 7:46 AM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:

Thanks

---

**From:** Carreen Warner <[cwarner@3blmedia.com](mailto:cwarner@3blmedia.com)>

**Sent:** Thursday, February 1, 2018 7:45:04 AM

**To:** Steven Donziger

**Cc:** Gina Sibilia; [editor@csrwire.com](mailto:editor@csrwire.com)

**Subject:** Re: press reelase

Hi Steven,

I am working on updating it right now and we send you a preview as soon as possible.

Thanks,

Carreen

On Thu, Feb 1, 2018 at 7:41 AM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:  
Please set this up as a preview and send to me as soon as you can this morning. I want to post this around 10 a.m. EST or so. Thanks

---

**From:** Aaron Marr Page <[aaron@forumnobis.org](mailto:aaron@forumnobis.org)>  
**Sent:** Wednesday, January 31, 2018 10:59 PM  
**To:** Carreen Warner  
**Cc:** Gina Sibilia; [editor@csrwire.com](mailto:editor@csrwire.com); Steven Donziger  
**Subject:** RE: added some links -- please preview

Okay, links should be fixed in the attached. Note the blog author in the last paragraph is Marissa Vahlsing

**From:** Carreen Warner [<mailto:cwarner@3blmedia.com>]  
**Sent:** Wednesday, January 31, 2018 1:17 PM  
**To:** Aaron Marr Page <[aaron@forumnobis.org](mailto:aaron@forumnobis.org)>  
**Cc:** Gina Sibilia <[gsibilia@3blmedia.com](mailto:gsibilia@3blmedia.com)>; [editor@csrwire.com](mailto:editor@csrwire.com); Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)>  
**Subject:** Re: added some links -- please preview

Hello Aaron,

Some of the links do work, but others do not. I have attached the Word document that Steven sent us and screenshots that highlight the links that are not working.

Please let us know if you need anything else.

Best,  
Carreen

On Wed, Jan 31, 2018 at 2:04 PM, Aaron Marr Page <[aaron@forumnobis.org](mailto:aaron@forumnobis.org)> wrote:

Can someone send me the Word doc or specify which links?

The links in the email chain below look fine...

---

**From:** Steven Donziger [<mailto:sdonziger@donzigerandassociates.com>]  
**Sent:** Wednesday, January 31, 2018 12:18 PM  
**To:** Gina Sibilia <[gsibilia@3blmedia.com](mailto:gsibilia@3blmedia.com)>  
**Cc:** [editor@csrwire.com](mailto:editor@csrwire.com); Aaron Marr Page <[aaron@forumnobis.org](mailto:aaron@forumnobis.org)>  
**Subject:** Re: added some links -- please preview

Aaron can u please help Gina w the links

Sent from my iPhone



On Jan 31, 2018, at 1:07 PM, Gina Sibia <[gsibia@3blmedia.com](mailto:gsibia@3blmedia.com)> wrote:

Hi Steven,

I am so sorry this seems to still not be working. Despite being in Word Doc form there are several links that although they appear hyperlinked are not actually clickable.

Is this press release available on a website? If so, can you send me the link to the site? I can try to copy the links that are needed directly from the website.

I attached some screen shots of the links that are not working and highlighted them for you.

Thanks,  
Gina

On Wed, Jan 31, 2018 at 12:34 PM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:

See if u can work with this

---

**From:** Gina Sibia <[gsibia@3blmedia.com](mailto:gsibia@3blmedia.com)>  
**Sent:** Wednesday, January 31, 2018 12:33:23 PM  
**To:** Steven Donziger  
**Cc:** [editor@csrwire.com](mailto:editor@csrwire.com)  
**Subject:** Re: added some links -- please preview

Hi Steven,

There are still several links that are not hyperlinking. A solution may be for you to email the press release in Word Doc form. If you want to send that over to our team we can try to copy it from the Word Doc.

Thanks,  
Gina

On Wed, Jan 31, 2018 at 12:16 PM, Gina Sibia <[gsibia@3blmedia.com](mailto:gsibia@3blmedia.com)> wrote:

Hi Steven,

Thank you for sending this, I'll get to work on this and will let you know if there is a problem with any links.

Thanks,  
Gina

On Wed, Jan 31, 2018 at 12:12 PM, Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)> wrote:

**Gina, not sure why some of the links are not working. Maybe**

preview it and call me and I can email the few (if any) links that are dead and you can stick in on hour end. Let me know what's dead on the links front. Need to get this up asap if possible. Also, this is an FDA release with Hinton and Paz as contacts. Thanks, Steven

## **U.S. Judge Authorized Secret Payments From Chevron to Court Official Who Swayed Discredited RICO Case In Company's Favor**

### ***Allegations That Judge Lewis A. Kaplan Engaged In Cronyism With A Friend Who Billed \$1,300 per hour to Help Chevron Undermine Ecuador Environmental Judgment***

New York – Chevron secretly paid at least \$245,000 – and likely well over \$1 million – by transferring funds to the private account of a court official who made pivotal decisions in favor of the oil giant during the lead-up to its now-discredited civil “racketeering” case against Ecuadorian indigenous villagers, according to new evidence recently produced as part of a court order.

The evidence demonstrates that Chevron sent the funds in 2013 to the account of Max Gitter, a court-appointed Special Master who at the time was working as Senior Counsel at the high-profile corporate law firm Cleary Gottlieb. Gitter is a personal friend and former law partner of Lewis A. Kaplan, the controversial federal judge who presided over the Chevron “racketeering” (or RICO) case and who repeatedly has been accused of bias in favor of the oil giant in its multiyear attempt to try to taint a \$9.5 billion environmental judgment against it handed down by Ecuadorian courts.

Gitter and an associate were secretly billing Chevron a total of \$1,330 per hour for their work sitting in weeks of depositions leading up to the civil RICO trial, which began in October 2013. That amount is more than many of the indigenous peoples in Ecuador who won the judgment make in one year, said Patricio Salazar, the Ecuadorian lawyer for the Front for the Defense of the Amazon (FDA), the group that represents the affected communities.

News that Chevron secretly paid Gitter based on a threadbare bill (see [here](#)) follow a stunning admission by the company that it paid its star witness in the RICO case – held without a jury -- at least \$2 million in cash and other benefits. That Chevron witness, a former Ecuadorian judge named Alberto Guerra, later [admitted under oath](#) in a separate proceeding that he lied repeatedly about key facts Kaplan cited for findings in favor of the company. Kaplan’s findings have been rejected in whole or in part in [five different unanimous decisions by appellate courts in Canada and Ecuador](#), including the entire Supreme Courts of both countries.

*(For general background, see [this blog on the bias of Gitter and Judge Kaplan during the RICO case](#). [Here is a summary of the overwhelming evidence that led to](#)*



*the judgment against Chevron in Ecuador, where the company accepted jurisdiction. Ecuador's Supreme Court affirmed the judgment against Chevron in a unanimous opinion in 2013.*)

Steven R. Donziger, a solo practitioner and the longtime U.S. legal advisor to the Ecuadorians who Chevron sued under RICO for \$60 billion before the company dropped all damages claims to avoid a jury, said it is unethical and a sign of potential corruption for a court-appointed Special Master to receive secret payments from one party in a litigation without disclosure to the adversary party. This is particularly true when the adversary party – in this case the Ecuadorian villagers -- was alleging bias on the part of the trial judge and the Special Master and seeking the removal of both, said Donziger.

The fact the payments were transferred to Gitter directly without disclosure and were not paid through his law firm is "highly suspicious and suggests consciousness by Gitter and Chevron that what they were doing was unethical, as it clearly was," said Donziger. The lawyer has demanded Judge Kaplan allow him and his Ecuadorian clients to depose Gitter under oath, but Kaplan has yet to rule on the request.

"These secret payments from Chevron to a powerful court official are extremely worrisome," said Donziger. "They suggest Chevron and Gitter knew they had something to cover up. Chevron was secretly paying huge sums to a man who was an extension of the judge and who exercised enormous power over the litigation and who did so consistently in favor of the company. The secret payments were encouraged by Judge Kaplan which further discredits his deeply flawed handling of the case. This is yet another example of why Chevron's RICO judgment, obtained without a jury of impartial fact finders and based largely on fabricated witness testimony, has now been rejected in whole or in part by no fewer than 21 appellate judges around the world.

"Another extremely disturbing aspect of this affair is that Special Master Gitter clearly used a seminal human rights case involving vulnerable indigenous groups to personally enrich himself, no doubt believing that he would never have to disclose his bills or the amount he was paid," added Donziger. "Years later, the chickens are coming home to roost. It is clear that Gitter billed \$1,330 per hour for his work and that of an associate. One can understand just how revolting that must be to the indigenous peoples of Ecuador who now must face the reality that a court-appointed official in the United States personally reaped huge fees to facilitate Chevron's scheme to block a clean-up of their ancestral lands."

Some of the facts surrounding the Chevron payments to Gitter emerged only recently when he finally disclosed some of his billing documents, almost four years after the end of the RICO proceeding. They include:

**\*\*Gitter was working as Senior Counsel at Clearly Gottlieb at the time he was Special Master but he never used the firm's billing software. Instead, he simply sent Chevron the threadbare bill for a fixed sum (\$245,425) for payment. Apparently without asking questions, the company sent Gitter a check for the full**



amount to his home address in upper Manhattan. Normally, such fees are paid to a lawyer's firm. Even more unusual, another Cleary Gottlieb lawyer who worked with Gitter on the case used the firm's billing software and was paid by Chevron via the law firm.

**\*\*When in the lead-up to the RICO trial in 2013 the Ecuadorians insisted that Gitter -- who was facing credible allegations of bias -- disclose his bills and who was paying his fees, he continually refused. Only years later, when Chevron filed a highly aggressive motion insisting that Donziger personally reimburse the oil giant a whopping \$33 million for legal fees, did Gitter finally disclose the secret payments.**

**\*\*Gitter only released his back-up time sheets ([see here](#)) -- which seem to have been created hastily -- after Donziger insisted he be able to review them. Donziger recently [filed a motion](#) asking Kaplan to order Gitter to produce any metadata to determine when the time sheets were created.**

**\*\*As part of its fee application, Chevron also is asking Kaplan to order Donziger to reimburse the company for 100% of its secret payments to a second Special Master, former state court judge Theodore Katz, and a law associate from Gitter's firm, Justin Ormand. Both worked alongside Gitter on the RICO matter. The fees of Gitter and his two colleagues total almost \$900,000, with Ormand charging roughly \$420,000 and Katz roughly \$213,000. Donziger claims the Chevron fee motion is another SLAPP-style intimidation effort designed to silence his advocacy and threaten him with bankruptcy.**

**\*\*The bills also disclose that Ormand, the young associate at Cleary whom Gitter brought to most of the depositions, billed his time at \$630 per hour. For Ormand's work, Chevron paid Cleary roughly \$394,000 without time sheets being provided ([see here](#)). Some of that total likely was distributed to Gitter as a senior lawyer in the firm. Unlike Gitter, Ormand used the firm's billing software. (His completed time sheets, disclosed after Chevron paid his firm, are [here](#).)**

**\*\*Ormand also billed for the work of several staff members at Cleary as well as his own first-class air travel and other perks, including roughly \$800 for meals in Peru over four days after Kaplan ordered depositions of certain Ecuadorians to take place in the U.S. embassy in Lima. A typical meal in Peru usually costs no more than \$10, said Salazar.**

**\*\*Gitter and Kaplan thus far have failed to act on multiple requests that they disclose the still-secret Chevron payments related to a separate portion of Gitter's work in 2011 overseeing at least 20 days of depositions of Donziger and the filmmaker Joe Berlinger, who made a critically-acclaimed documentary about the case. Those depositions were conducted by a team of approximately 20 Chevron lawyers with Gitter often taking over the questioning from Chevron. Chevron likely paid Gitter at least another \$1 million for that portion of his work, which is directly to the RICO matter, said Donziger.**

Neither Kaplan nor Gitter has offered a defense to the secret payments, which



Kaplan authorized after the Ecuadorians and Donziger stated they would not pay the bills of the Special Masters because of a paucity of funds. Separately, Donziger and his clients had objected to Gitter's appointment given evidence of his pro-Chevron bias and because of a conflict stemming from his long friendship with Kaplan. (See [here](#) for the objections.)

Donziger, a human rights lawyer who has advised the Ecuadorian communities since 1993 (see [here](#) for Donziger bio), has called for Kaplan's recusal from ruling on the few remaining issues in the RICO case given his various conflicts and other problems as outlined [in this legal filing](#). Donziger also said he plans to file a complaint about Judge Kaplan's conduct under the federal Judicial Conduct and Disability Act, which governs ethical issues involving federal judges.

Separately, Donziger has referred Chevron officials and certain of its outside lawyers from the Gibson Dunn firm involved in the fabrication of evidence – including Randy Mastro, Avi Weitzman, and Andrea Neumann -- to the U.S. Department of Justice and the offices of three U.S. Attorneys for a possible criminal probe. (See [here](#) for referral letter.) Chevron's main outside law firm, Gibson Dunn already [has been sanctioned by the High Court of London](#) for fabricating evidence to frame an innocent man who had run afoul of one of the firm's clients. Chevron's lawyers at Gibson Dunn coached Guerra for 53 days before he testified falsely in the RICO proceeding to try to frame Donziger in a fake fraud in Ecuador, according to [this report](#).

Donziger's full statement in response to the news of Chevron's secret payments to Gitter is here:

*"Chevron's secret and clearly unethical payments to Special Master Gitter during the RICO trial are no more shocking than Judge Kaplan failing to throw out his clearly erroneous findings in the case, as proven by Chevron's witness bribery and other fabricated evidence documented in our report [Chevron's RICO Fraud](#). The Chevron payments to Mr. Gitter can be added to the growing pile of unethical conduct by the oil company and the court that has led to worldwide skepticism both of Judge's Kaplan's bizarre and inappropriate behavior and his flawed pro-Chevron factual findings based largely on fabricated evidence. The secret Chevron payments also suggest that Judge Kaplan and Mr. Gitter ran what looks like a pay-to-play scheme for Chevron in a taxpayer-funded U.S. federal court taking advantage of a human rights case brought by impoverished indigenous groups. This scheme was designed to help a powerful U.S. company evade its liability to the indigenous peoples it harmed in Ecuador, with the added benefit that Gitter could personally enrich himself. This is a very bad look for the federal judiciary and in my view it creates the perception, if not the reality, of official corruption. We will continue to draw the attention of the U.S. Department of Justice and foreign courts to these facts as the Ecuadorians enforce their environmental judgment against Chevron assets around the world. We also will continue to take all steps necessary to hold the U.S. lawyers working for Chevron at the Gibson Dunn firm, the Chevron executives who orchestrated their work, and relevant court officials involved in this abuse of power fully accountable for their unethical and possibly criminal misconduct. Ultimately, these efforts are about ensuring*



*that the rule of law applies to Chevron and that the company will be held accountable to the people it continues to harm in Ecuador. "*

Salazar, the Ecuadorian lawyer for the affected communities, said he was "astonished" to hear of the secret payments. "It is clear that Chevron was more than happy to pay 100% of the bills of Gitter because it knew he was a key part of the company's scheme to help move the RICO case, despite massive legal and factual obstacles including outright witness bribery," Salazar said. "News of these long-hidden payments and the circumstances around them are extremely disturbing to anybody who believes in the rule of law."

As Special Master overseeing depositions in the RICO matter of several high-level Chevron officials, including then-CEO John Watson, Gitter continually tried to limit questioning that was likely to damage the company's litigation position. For example, Gitter struck most questions about Chevron's environmental contamination in Ecuador on which the court decision against Chevron was based. He also refused to permit questions about Chevron's fraudulent attempt to remediate the environmental damage in Ecuador and he ruled that any inquiries about the political pressure Chevron applied to Ecuador's government to quash the case were off-limits. Kaplan backed virtually all of Gitter's rulings when they were challenged.

Kaplan – who held undisclosed investments in Chevron during the trial -- also denied Donziger the right to litigate his extensive counterclaims alleging the company committed criminal violations and fraud in Ecuador and the United States. Kaplan made a number of intemperate remarks in favor of Chevron during the RICO proceeding, calling the Ecuadorian villagers the "so-called plaintiffs" and said "I got it from the beginning" regarding Chevron's allegations prior to holding even an evidentiary hearing, much less a trial. On two occasions, the federal appellate court overseeing Kaplan held extraordinarily rare hearings to consider his recusal from the case.

*(For more background, see here for a legal brief outlining Kaplan's bias; here for a report on how Chevron committed fraud during the RICO matter; here and here for comments by prominent attorney John Keker calling the RICO case a "Dickensian farce". See this essay by Harvard lawyer Marissa Vahring for an insider's view of Kaplan's animus toward the Ecuadorians.)*

--  
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<BrokenLinks2.png>

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# **EXHIBIT 57**

Transfer Submitted

[close window](#)

[Print this Page](#)

**Transfer status: In Process**

**Order Number: 221092316**

**Transfer Accounts**

**From:** CWP Associates : Avail. Bal \$393,116.41

**To:** Forum Nobis (Citibank)

**Transfer Details**

**Send amount**

Send amount: \$10,000.00

Additional fee: \$30.00

**Transfer description**

legal fees

**Transfer dates**

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 01/12/2018

Estimated delivery date: 01/12/2018

**Note:**The receiving bank may make funds available later than this.

**Send email to recipient**

Email to:

Email from:

Subject:

Message:

**Transfer on behalf of**

Name:

ID:

Email:

Street address:

City:

Aaron legal fees

## FORUM NOBIS

PLLC

### INVOICE FOR PROFESSIONAL SERVICES

**DATED:** January 9, 2018

**SERVICES DATED:** August 1, 2017 - January 12, 2018

**\$10,000.00**

**STEVEN R. DONZIGER**

245 W. 104th St, #7D  
New York, NY 10025  
sdonziger@donzigerandassociates.com

**FORUM NOBIS PLLC**

513 Capitol Court NE  
Washington, D.C. 20002  
Tel. 202-618-2218  
aaron@forumnobis.org

**MATTER(s):** Ecuador

#### FEES

DATE	ITEM	HOURS	TOTAL
Aug to Dec 2017	FOR PROFESSIONAL SERVICES RENDERED		\$2,500.00
Jan 12 - Feb 9, 2018	RETAINER (Approx. 75% of full-time)		\$7,500.00
Total			\$10,000.00

#### EXPENSES

DATE	ITEM	QUANTITY	TOTAL
	[ incorporated ]		
Net Total			-

**TOTAL \$10,000.00**

#### PAYMENT DETAILS

**Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page  
**Name of Bank:** Citibank NA  
**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005  
**Account Number:** [REDACTED] 1194  
**Routing Number:** [REDACTED] 0116  
**SWIFT:** CITIUS33

#### OTHER INFORMATION

Aaron Marr Page  
Tel. 202-618-2218  
Fax 202-499-1370  
<http://forumnobis.org>  
[aaron@forumnobis.org](mailto:aaron@forumnobis.org)

# FORUM NOBIS

PLLC

## ACCOUNT STATUS

**DATED:** August 16, 2017

**-\$2,500.00**

**BALANCE:**

**STEVEN R. DONZIGER**

245 W. 104th St, #7D

New York, NY 10025

sdonziger@donzigerandassociates.com

**FORUM NOBIS PLLC**

513 Capitol Court NE

Washington, D.C. 20002

Tel. 202-618-2218

aaron@forumnobis.org

## TRUST ACCOUNT

DATE	TRANSACTION	AMOUNT	BALANCE
1-Aug-17	Outstanding balance	-912.50	-912.50
16-Oct-17	Payment	15,000.00	14,087.50
9-Jan-18	Agreed charges re Fall 2017 work and expenses	-16,587.50	-2,500.00
		<b>BALANCE</b>	<b>-2,500.00</b>

## PAYMENT DETAILS

**Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page

**Name of Bank:** Citibank NA

**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005

**Account Number:** [REDACTED] 1194

**Routing Number:** [REDACTED] 0116

**SWIFT:** CITIUS33

## OTHER INFORMATION

Aaron Marr Page

Tel. 202-618-2218

Fax 202-499-1370

<http://forumnobis.org>

[aaron@forumnobis.org](mailto:aaron@forumnobis.org)

# **EXHIBIT 58**

Transfer Submitted

[close window](#)[Print this Page](#)**Transfer status: In Process****Confirmation Number: 226230644****Transfer Accounts****From:** CWP Associates : Avail. Bal \$405,332.71**To:** Forum Nobis (Citibank)**Transfer Details****Send amount**

Send amount: \$7,500.00

Additional fee: \$10.00

**Transfer description****Transfer dates**

Frequency: One time, immediately

Delivery speed: Next Business Day

Delivery method: ACH

Start on date: 03/14/2018

Estimated delivery date: 03/15/2018

**Note:**The receiving bank may make funds available later than this.**Send email to recipient**

Email to:

Email from:

Subject:

Message:

**Transfer on behalf of**

Name:

ID:

Email:

Street address:

City:



# FORUM NOBIS

PLLC

## INVOICE FOR PROFESSIONAL SERVICES

**DATED:** March 5, 2018

**\$7,500.00**

**SERVICES DATED:** Feb. 9 - March 9, 2018

**STEVEN R. DONZIGER**

245 W. 104th St, #7D

New York, NY 10025

sdonziger@donzigerandassociates.com

**FORUM NOBIS PLLC**

513 Capitol Court NE

Washington, D.C. 20002

Tel. 202-618-2218

aaron@forumnobis.org

**MATTER(s):** Ecuador

### FEES

DATE	ITEM	HOURS	TOTAL
Feb 9 - March 9, 2018	FOR PROFESSIONAL SERVICES RENDERED		\$7,500.00
Total			\$7,500.00

### EXPENSES

DATE	ITEM	QUANTITY	TOTAL
	[ incorporated ]		
Net Total			-

**TOTAL \$7,500.00**

### PAYMENT DETAILS

**Name of Beneficiary:** Forum Nobis PLLC / Aaron Marr Page

**Name of Bank:** Citibank NA

**Address:** 1000 Vermont Ave NW, Washington, D.C. 20005

**Account Number:** [REDACTED] 1194

**Routing Number:** [REDACTED] 0116

**SWIFT:** CITIUS33

### OTHER INFORMATION

Aaron Marr Page

Tel. 202-618-2218

Fax 202-499-1370

<http://forumnobis.org>

[aaron@forumnobis.org](mailto:aaron@forumnobis.org)

*May to send SRD  
3/13/18*

# **EXHIBIT 59**

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**From:** Steven Donziger <sdonziger@donzigerandassociates.com>  
**Sent:** Tuesday, June 6, 2017 5:13 PM  
**To:** 'Clifford Eisler'; 'John van Merkensteijn'  
**Subject:** Latest on Ecuador  
  
**Categories:** KF2

Chevron starting to feel serious pressure. We can get them to the table if we keep this up and implement the strategy, in my opinion:

[http://www.csrwire.com/press\\_releases/40066-Facing-Bribery-Charges-Chevron-Trying-to-Mislead-U-S-Supreme-Court-With-Fake-Facts-and-Flawed-Arguments](http://www.csrwire.com/press_releases/40066-Facing-Bribery-Charges-Chevron-Trying-to-Mislead-U-S-Supreme-Court-With-Fake-Facts-and-Flawed-Arguments)

Facing Bribery Charges, Chevron Trying to Mislead U.S. Supreme Court With Fake Facts and Flawed Arguments – Press Releases on CSRwire.com

[www.csrwire.com](http://www.csrwire.com)

Press Releases get your corporate social responsibility news and information out to journalists, investors, and industry professionals utilizing CSRwire's targeted reach.

# **EXHIBIT 60**

---

**From:** Steven Donziger <sdonziger@donzigerandassociates.com>  
**Sent:** Monday, October 16, 2017 10:03 PM  
**To:** Ian Watson; John van Merkensteijn  
**Subject:** see below -- important/confidential

**Categories:** KF2

Please do not send around.

This is potentially breakthrough stuff -- see below.

Want to talk about this when u guys get a chance. Kathleen is Phil Fontaine's wife and she is a major force in Canada as a human rights lawyer and activist.

SRD

Hi Steven

Thanks for your note. I have as you know a few ideas that could perhaps be of some assistance going forward with the case, one of which is a conference at my university with national and international experts. The emphasis would be on restorative justice and would bring together experts from a variety of backgrounds - law, environment, history, business, philosophy, climate change specialists, etc., including of course some of the claimants themselves. The concept would be to re-frame the case, assuming resolution in the form of a win-win settlement. If we could get representation from the oil industry here in Calgary, the epicentre of the oil industry in Canada, that would, I think, bring significant pressure to bear on Chevron to come to the table instead of following their scorched earth policy which does not fly well in Canada. Let me know what you think. I have raised the concept with a few of my senior colleagues at the law faculty and they think it would be a great idea. I would need some significant funding to pull it off. I think if we got funding, we could work on a timeline of having conference in the spring. I could get a lot of law student volunteers I am sure. We also have public interest law clinic that is a possible resource. Let me know what you think,

All the best,

Kathleen

Kathleen Mahoney FRSC, QC

Fellow of the Royal Society of Canada

Trudeau Fellow

Fulbright Fellow

Sir Allen Sewell Fellow

Barrister and Solicitor

Professor of Law

Website: <http://www3.telus.net/kmahoney>

Kathleen Mahoney - telus.net

www3.telus.net

Welcome to Kathleen Mahoney's web-site. Here you will find Kathleen's biography, her CV, her latest blogs, and the latest news.

Tel: (403) 239-8982

Fax: (403) 208-1714

# **EXHIBIT 61**



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September 28, 2018

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## CSR News

### Global Conference on Indigenous Solutions for Environmental Challenges Set for November in Canada

Organizers For Banff Event Include Major Canadian and Ecuadorian Indigenous Leaders and Environmentalists

Submitted by: **Amazon Defense Coalition - FDA**

Categories: **Environment, Activism**

Posted: Sep 14, 2018 – 12:24 PM EST



CALGARY, Canada, Sep. 14 /CSRwire/ - A major international conference focused on indigenous legal principles, the environment, and the landmark \$12 billion pollution judgment won by rainforest communities in Ecuador against Chevron is scheduled to take place November 10-12 in Banff, Canada. The conference is being organized by a group of professors at the University of Calgary Faculty of Law. Indigenous leaders from North and South America, environmentalists, resource company representatives, government officials and lawyers are planning to attend. A significant part of the conference will engage with indigenous youth and grass roots peoples.

Registration for the conference is open via [this website](#), which contains a list of speakers and a current overview of the program.

Organizers say one of the main goals of the conference is to establish a global coalition that would further the ideas and solutions coming out of the conference discussions. "We live in a critically important moment in history when extractive activities on traditional indigenous lands raise a number of cutting edge legal and policy issues that the conference will explore," said Kathleen Mahoney, Professor of Law at the University of Calgary, and an organizer of the event. The coalition project would be "intimately connected" to the Paris Accords to reverse global warming trends and also will closely consider the consultative process with Indigenous groups as informed by a recent court decision in Canada suspending construction of the Trans Mountain pipeline, she said.



Above: Phil Fontaine Below: Kathleen E. Mahoney  
(Images courtesy of Banff Conference 2018)

The conference is being co-hosted by Phil Fontaine, the thrice-elected National Chief of Canada, and the recipient of 19 honorary doctoral degrees; Luis Macas, the Saraguro leader considered the father of the modern Indigenous movement in Ecuador; and Mahoney, who was a lead negotiator in the historic class action settlement of Canada's Indian residential schools case and a Fellow of the Royal Society of Canada. Sponsors include the Social Sciences and Humanities Research Council; Amazon Defense Coalition; the Center for International Governance Innovation; Ian, Victoria, and Lucinda Watson; and IndigenEYEZ, an organization focused on empowering Aboriginal youth.

The Ecuador case, *Aguinda v Chevron*, involving unpaid judgments for the world's worst oil-related environmental disaster, will be one of the important issues discussed by both experts and indigenous representatives who will attend from Canada, the United States, Ecuador, and several other countries. Indigenous peoples and farmer communities in Ecuador won the judgment against Chevron after four layers of courts found the company discharged billions of gallons of oil waste into the rainforest, decimating Indigenous groups and causing a major public health catastrophe.



Top officials from Canada's Assembly of First Nations, a national group which represents all 634 First Nations in Canada and is considered one of the most influential rights groups in the world, will also attend and speak at the event. The AFN last year signed a joint protocol with Ecuadorian Indigenous groups to hold Chevron accountable for failing to address its pollution issues.

In addition to the above hosts, those slated to speak at the conference include Canadian environmentalist, author, and scientist David Suzuki; Aritha van Herk, an award-winning Canadian novelist from Alberta who has won acclaim throughout North America and Europe; Cora Voyageur, a Dene leader from the Athabasca Chipewyan First Nation, and advocate of interests of First Nations; Grand Chief Ed John, a noted lawyer and a former expert to the United Nations Permanent Forum On Indigenous Issues; and Glen Murray formerly of the Pembina Institute, Canada's leading energy think tank.

Also speaking will be Charles Nesson, the William F. Weld Professor at Harvard Law School; Sharon Mascher, a professor at the University of Calgary Faculty of Law and expert on climate change litigation; Steven Donziger, American social justice advocate who has represented survivors in Ecuador for 25 years; Grand Chief Wilton Littlechild, an international lawyer and architect of the United Nations Declaration On the Rights of Indigenous Peoples; and Rex Weyler, the co-founder of Greenpeace and author.

Fontaine said he had high hopes for the conference, calling it "a potential paradigm-shifting" event by advancing the use of Indigenous legal traditions in national court systems.

"This is also about examining better ways to hold polluters accountable for wrongdoing in a timely fashion," he said. "The Ecuador pollution case is an important context in which to better understand the issues involved which are critical for all Indigenous peoples in Canada and around the world. We stand with our brothers and sisters in Ecuador as they seek fair and just reparations for the tremendous harms that has been done to them and their lands. We are going to use the conference to try to make that happen."

Panels will include one with survivors from Ecuador's Amazon rainforest devastation; an analysis of reparations based on indigenous legal principles; how corporate obstructionism to human rights and environmental cases creates impunity; how private arbitrations under international trade treaties impact human rights protections; an analysis of successful reparations for mass harms in Canada; and conceptualizing harms from the perspectives of those harmed rather than those who harm.

Also planning to attend are 15 Ecuadorian indigenous persons and farmers who are part of the class that won the judgment against Chevron. Among them is Luis Yanza, an Ecuadorian author and community leader who in 2008 won the Goldman Environmental Prize.

A limited number of scholarships are available to attend the conference. To apply, please contact Penny Jacko at [pjacko@ishkonigan.com](mailto:pjacko@ishkonigan.com).

For follow-up for media and academics, please contact Kathleen Mahoney at [kmahoney@ucalgary.ca](mailto:kmahoney@ucalgary.ca) or Phil Fontaine at [lfontaine@ishkonigan.com](mailto:lfontaine@ishkonigan.com).

---

For more information, please contact:

**Kathleen Mahoney**

**Phil Fontaine**

For more from this organization:

[Amazon Defense Coalition - FDA](#)

# **EXHIBIT 62**

**INDIGENOUS SOLUTIONS  
FOR ENVIRONMENTAL  
CHALLENGES**

NOVEMBER 10-12, 2018 BANFF, ALBERTA

**CONFERENCE:**

**INDIGENOUS SOLUTIONS FOR  
ENVIRONMENTAL CHALLENGES**

**WHAT**

The conference will use the context of the historic Aguinda v. Chevron environmental case to consider the critical role of judicial remedies for violations of the rights of

**WHEN**

NOVEMBER 10-12, 2018

**WHERE**

BANFF CENTRE FOR ARTS  
AND CREATIVITY  
  
107 TUNNEL MOUNTAIN DR,  
BANFF, AB T1L 1H5

**COST**

indigenous and other affected peoples and the leading systemic obstacles to the realization of remedies in particular cases, both in Canada and beyond.

**EARLY BIRD REGISTRATION DEADLINE:** OCTOBER 1, 2018

**REGULAR REGISTRATION:** OCTOBER 2, 2018 TO NOVEMBER 10, 2018

**CORPORATE/PROFESSIONAL /ACADEMIC:** \$555.00 CAD (EARLY BIRD); \$630.00 CAD (REGULAR)

**REGULAR REGISTRANT:** \$399.00 CAD (EARLY BIRD); \$475.00 CAD (REGULAR)

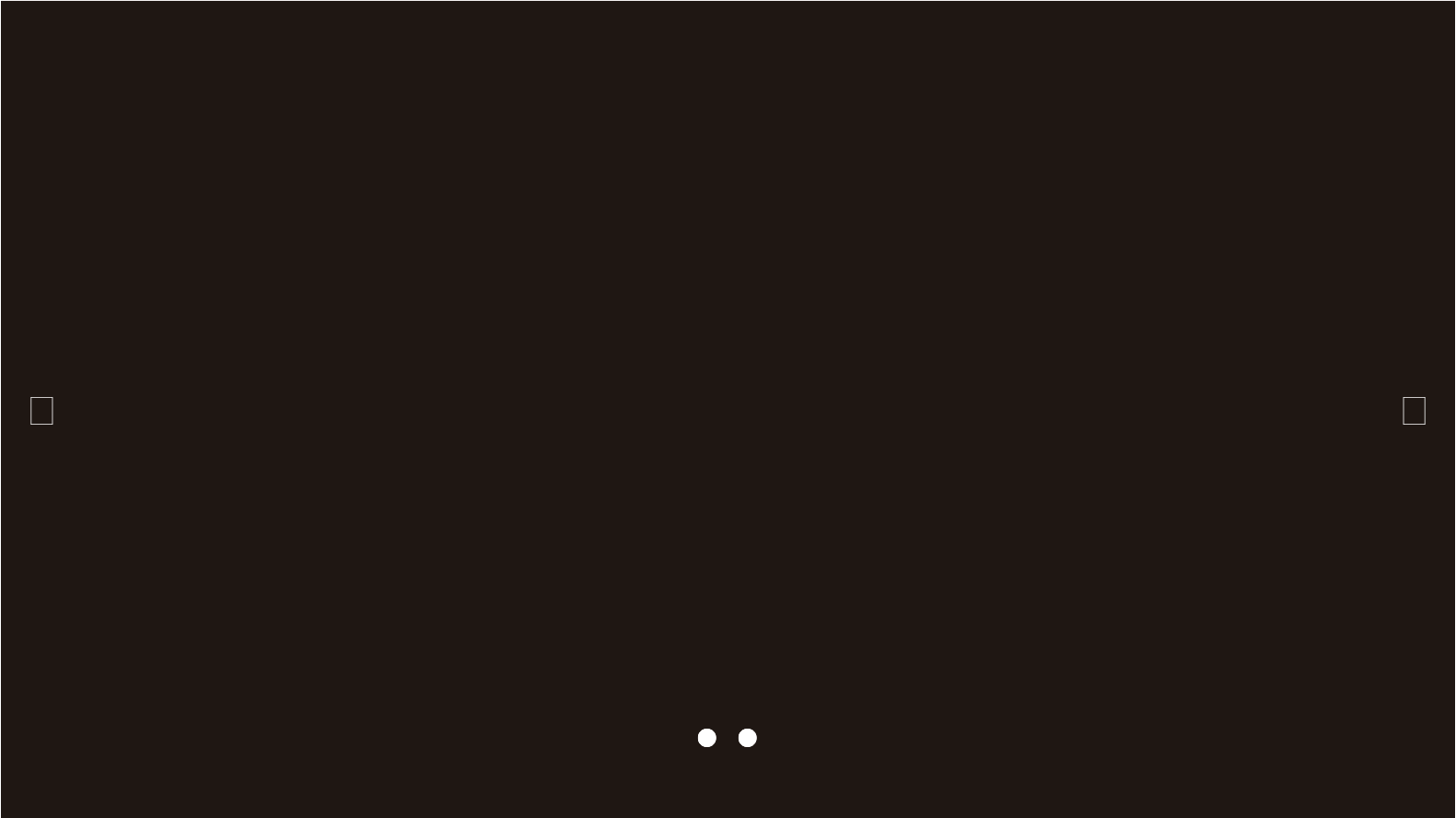
**STUDENT:** \$100.00 CAD (EARLY BIRD); \$150.00 CAD (REGULAR)

\* Please note that a limited number of scholarships to cover the cost of registration fees will be available. Please contact Penny Jacko at [pjacko@ishkonigan.com](mailto:pjacko@ishkonigan.com) or Michelle Davis at [kmahoney@ucalgary.ca](mailto:kmahoney@ucalgary.ca) to apply.

**REGISTRATION INCLUDES: BREAKFAST, LUNCH, MORNING AND AFTERNOON BREAK REFRESHMENTS, PREMADE RESERVATIONS FOR DINE AROUND ON NOVEMBER 10TH.**

**Conference Steering Committee:** Kathleen Mahoney, Sharon Mascher, Phil Fontaine, Robert Hamilton, Nigel Banks, Aaron Marr Page, Michelle Davis, Rajvir Gil

REGISTER NOW



# PROGRAM

## DAY 1

**8:30am – 9:30am : Opening Ceremony**

- Elders’ Circle led by Chief Reg Crowshoe
- Welcome Message from Michael Hart, Vice Provost (Indigenous Engagement), University of Calgary



### **9:00am – 9:30am : Introduction**

- Goals and Objectives
  - *Kathleen Mahoney, Phil Fontaine, Luis Macas*

### **9:30am – 10:00am: Opening Keynote Address**

- Setting the Bottom Line in the Anthropocene
  - *David Suzuki*

### **10:00am – 11:00am: The Path Forward: Victories for Indigenous Peoples Rights in National and International Fora**

- *CHAIR: Grand Chief Ed John*
- The Path to an Indigenous Rights-Respecting Jurisprudence in the Inter-American System
  - *Juan Aulestia*
- The Indian Residential School Settlement Agreement: Effective use of Indigenous Principles
  - *Kathleen Mahoney*
- Success in domestic litigation regarding indigenous rights.
  - *Bill Gallagher*

### **11:00am – 11:15pm : Health Break**

### **11:15am – 12:15pm : Challenges facing Ecuadorian peoples of Ecuador after the largest environmental catastrophe in the world**

- *CHAIR: Luis Macas*
- Five or six survivors talk about their relationship to resource development in their Amazonian territories, their experiences with the resource development that has taken place, how they worked with NGO's and other local rights groups over many years of struggle, what it's like to grow up in a community struggling for its life, what reparations they need to repair the harms done to them, their families, their communities, their environment, their health, their economies and their lives. There could also be workshops throughout the conference to hear and record survivors' stories through skype.

### **12:15 – 1:00pm: Lunch Break**

### **1:00pm - 1:30pm: A Lawyer's Experience: The history of the *Aguinda* litigation**

- *MODERATOR: Charles Nesson*
- *Steven Donziger*

## **1:30pm – 2:30pm: : Corporate Strategies of Obstruction**

*CHAIR: Shaun Fluker*

- Corporate Accountability: From 'Here, There and Everywhere' to 'Nowhere Man'
  - *Shin Imai*
- The New Corporate Playbook: Targeting victims and their Lawyers with harassing SLAPP lawsuits and public “demonization”
  - *Rachel Deming*

## **2:30pm – 3:00pm: Keynote: Impediments to Achieving Indigenous Environmental Justice in the Court System**

- How courts deal with entrenched power
  - *TBA and Phil Fontaine*

## **3:00pm - 4:00pm: Building New Relationships through the use of Indigenous Principles and Processes: The Residential School Example**

- *CHAIR: TBA*
- Limiting the Range of Permissible Lies: The importance of Truth Commissions for Reconciliation
  - *Willy Littlechild*
- Re-building Indigenous Families After Residential Schools
  - *Cora Voyageur*
- Reconciliation, Forgiveness, and Healing
  - *Chief Bobby Joseph*

## **4:00pm – 4:15pm : Health Break**

## **4:15pm – 5:15pm : The Political and Operational Dimensions of Reparations**

- Methodology for Bottom Up Engagement for Victims of Institutional Abuse: The Northern Ireland Experience
  - *Patricia Lundy*
- Keeping the Grass roots in Solidarity
  - *Jon McCourt, Derry Survivors Society*
- Methodology Problems with the Missing and Murdered Indigenous Women Inquiry: Lessons learned
  - *Marilyn Poitras*

## **6:30pm – 11:00pm : Cultural Activities**

- Country and Western Barbecue and Cultural Night

On Saturday night November 10th, a country and western venue in Banff will be the venue for a “hoe down” western bar-be-que complete with hay bales and country music, line dancing and tunes by the famous Juno nominated indigenous band, Indian City.

- Mini Film festival - Friday November 9th

The mini film festival will present a selection of documentaries on the conference themes. The films will be shown at the opening reception on Friday November 9th and will be hosted. Films will also be shown after the conference sessions and dinners.

Fractured Land - Caleb Behn Host <http://www.fracturedland.com>

Crude - <https://chevrontoxico.com/crude/> TBC

## Day 2

### **9:00am – 9:30am: Indigenous Rights and the Arts: Taking the Message to the People**

- *MODERATOR TBA*
  - Aritha van Herk: The role of the arts in creating public awareness about the interrelationship between the use of natural resources human rights, women’s rights, indigenous self-determination and the planet’s life support system.
  - *Roger Waters*: Use of Pop Culture and Music to Inform the Masses
  - *Caleb Behn* : Use of Indigenous centered documentaries

### **9:30 am– 9:45am : Q and A**

### **9:45am – 10:45am: Human Rights, Indigenous Rights and Business: Taking the message to Corporations**

- *CHAIR: Brian Calliou*
- The Importance of Relationship Between Business and Human Rights
  - *Glen Murray*
- Hearing from the Capital Markets: Calling Corporate Polluters to Account from the Inside
  - *Simon Billenness*
- UNDRIP and the Business Community: What has Changed?
  - *Basil Ugochukwo*
- Hearing from the Multinationals: The Changing Corporate Approach to Resource Development

- *Audrey Mascarenhas*

### **10:45am – 11:00am: Health Break**

### **11:00am– 12:30pm: Overlapping Interests: Building Bridges Between Environmental NGO's and Indigenous Communities**

- *CHAIR: Iris Almeida-Côté*
- The Interrelationship Between the Rainforest, Human Rights, Women's Rights, Indigenous Self-Determination and the Planet's Life Support System
  - *Paul Paz y Miño*
- Shifting the Global Conservancy Structure to a More Supportive Role for Indigenous Groups
  - *Jenny Brown*
- Making Connections between Environmental NGOs
  - *Hannah Askew*
- Direct Action: Strategies and Successes with NGOs
  - *Rex Weyler*

### **12:30pm – 1:30pm: Lunch Break**

### **1:30pm – 3:00pm: Turning to Indigenous Law: Conceiving Harms and Reparations Through Indigenous Legal Traditions**

- *CHAIR: Robert Hamilton*
- A workshop for teaching Indigenous Legal Principles
  - *Val Napoleon*
- Cree responses to harms to lands/water
  - *Darcy Lindberg*
- Overview of the Indigenous Law Research Unit's Methodology and its Application in Practice
  - *Jessica Asch*

### **3:00pm-3:30pm: Health Break**

### **3:30pm – 4:30pm: The Master's Tools? Examining the Role and Promise of Existing Law Affecting Indigenous Rights and Interests**

- *CHAIR: TBA*
- Promises Hopes & Fantasies: Can Existing International Arbitration and Judgment Enforcement Mechanisms Serve Indigenous Peoples?

- *Aaron Marr Page*

- Enforcement of Foreign Judgments in Canada- Subsidiary Liability/Enterprise Liability

- *Evar Oshionebo*

- UNDRIP Legislation and how it should be Applied to Environment, Human Rights, Interests of Indigenous peoples, and Trade Treaties

- *Nigel Bankes*

- *Building Environmental Assessment Processes that Endorses the Principles of the UNDRIP*

- *Sharon Mascher*

## **6:30pm- 11:00pm: Social Activities**

- Dinner Away Night

On Sunday, November 11, Instead of a banquet, we are organizing a “dinner away” evening at a variety of Banff’s best restaurants. Delegates will have networking and conversation opportunities through a variety of themed tables hosted by experts attending the conference. Delegates will sign up for a particular dinner table conversation theme when they register and will be assigned to an appropriate group. The hosts will lead informal conversations over dinner. Delegates would be encouraged to sign up for tables where topics of their particular interest will be discussed. The dinners will provide excellent networking opportunities, promote consciousness raising, and achieve more in-depth discussion on the conference themes.

Concurrent dinner discussions at local restaurants on:

- RICO and SLAPP suits: Fighting back
- Growing the Indigenous Coalition between Ecuador and Canada
- Shaping a model for Settling the Aguinda Claim
- Intersections between Environmental and Indigenous Rights Cases
- Indigenous Strategizing for Social Justice
- NGO’s and CEO’s – Finding Common Ground
- Understanding Indigenous Legal Traditions
- Art and Indigenous Resistance
- Aboriginal Women and Dispute Resolution
- Corporate Responsibility in the 21st Century
- Internationalization of Domestic Law
- Direct Action

Participating Restaurants:

Chuck's Steakhouse - [www.chuckssteakhouse.ca](http://www.chuckssteakhouse.ca)

The Maple Leaf - [www.banffmapleleaf.com](http://www.banffmapleleaf.com)

The Bison - [www.thebison.ca](http://www.thebison.ca)

Park Distillery Restaurant + Bar - [www.parkdistillery.com](http://www.parkdistillery.com)

The Balkan - [www.banffbalkan.ca](http://www.banffbalkan.ca)

Castello Ristorante - <https://www.fairmont.com/banff-springs/dining/castelloristorante/>

Grapes Wine Bar - <https://www.fairmont.com/banff-springs/dining/grapeswinebar/>

Saltlik Banff - <http://www.saltlik.com/banff/>

The Vermillion Room - <https://www.vermillionroom.com>

Primrose Dining Room - <http://www.rimrockresort.com/primrose.html>

## Day 3

### 9:00am – 9:30am: Going Forward Together

- *MODERATOR: Sharon Mascher*
- *Conversation about Canada's role in Ensuring Indigenous Participation in Resource Decision-Making are Recognized and Respected by Resource Developers*
  - *Speaker TBA*
- The role of organized labour unions
  - *Speaker TBA*

### 9:30am – 10:00am: Q and A

### 10:00am – 11:00am: Rapporteur's Report

- *Richard Devlin*

### 11:00am – 12:00pm: Wrap Up

- Statement of Commitment
- Signing Ceremony and Witnessing
- Formation of a Global Movement to Fight Global Corruption

- Establish a Website to Create a Network for Indigenous and Non-Indigenous Youth Groups

### **Other Conference Activities:**

- Poster Display

Graduate students will be invited to present their research on relevant topics in poster displays. These posters could be displayed throughout the conference. Selection of posters would be by a peer review committee.

- Art Display

The art show will include pieces by established and emerging indigenous artists to demonstrate how Indigenous Art challenges colonial law.

# REGISTRATION IS NOW OPEN

*We hope you will join us for this groundbreaking conference*

REGISTER HERE

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